

Service Associates, Inc.

308 South Marshall Street
Winston-Salem, North Carolina 27101

May 24, 2012

Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

CC Docket No. 02-06

Petition for Reconsideration

FCC DA 12-732

Williamsburg County School District Appeal Denied

FCC Form 471 Application Number 449180 FRN 1235176

"Consistent with precedent..."

To whom it may concern:

This Petition for Reconsideration is filed on behalf of the applicant. My contact information is as follows:

Tom Traywick, Senior Compliance Analyst
Service Associates, Inc.
308 South Marshall Street
Winston-Salem, NC 27101
wcsd@serviceassoc.com
(828) 668-5113

Applicant Contact: Hattie Pendergrass, Director of Technology
Williamsburg County School District
423 School Street
Kingstree, SC 29556
wcsd@serviceassoc.com
(843) 355-5571

This Petition for Reconsideration requests further consideration of the following FCC decision:

ORDER	DA 12-732
Date	May 9, 2012
Applicant	Williamsburg County School District
Billed Entity Number	127201
Form 471 Application Number	449180
Funding Request Number	1235176

**Service Associates, Inc. is an E-rate support services company
providing services exclusively to E-rate applicants.**

The “**Funding Commitment Decision**” in the April 12, 2006 Funding Commitment Decision Letter is: “**\$0.00 – Bidding Violation**”. The “**Funding Commitment Decision Explanation**” given is: “**The FRN is denied due to a competitive bidding violation. A new Form 470 should be posted when the services and/or price of the original contract are modified.**”

Grounds for Appeal

We appeal this decision on grounds that neither the services nor the price of the original contract was modified. The applicant complied with FCC rules, USAC-SLD procurement procedures and District procurement procedures for both the original contract and the renegotiated contracts that were required and allowed by the basic maintenance language in the FCC Third Report and Order and Second Further Notice of Proposed Rulemaking released December 23, 2003.

Attachments

- Current Letter of Agency with the applicant.
- FCC Order DA 12-732 May 9, 2012
- April 29, 2006 Letter of Appeal to USAC-SLD.
- October 25, 2006 USAC-SLD Administrator's Decision on Appeal – Funding Year 2005–2006.
- November 1, 2006 FCC Applicant's Request for Review

Discussion

The consideration of the appeals in this matter missed several points, as follows:

1. The original contract and amended/renegotiated contracts are not flat fee contracts – they are time and material contracts. Therefore the final cost of the contract is dependent on the volume of authorized requests for eligible services made by the District and provided by the service provider. The funding being applied for under the terms of the contracts in any given funding year is based on the applicant's estimate of services that will be required. Therefore the USAC-SLD statements which attribute monetary face amounts to the contracts are completely false. Please refer to the Cost section of the contract(s) that describes the fee structure. Please note that nowhere in the contract(s) is there a monetary face amount stated. The contract/s are true time and materials contracts. The amount of money applied for each year varied based on the applicant's estimate (see FCC Form 471 Instructions – November 2004, Page 27, Item 23A.) of the services required for that funding year.
2. USAC-SLD states “the amendments broke the contract into two” but doesn't seem to be aware that this action was taken as a result of the “basic maintenance” language in the FCC Third Report and Order and Second Further Notice of Proposed Rulemaking released December 23, 2003; and the resulting USAC-SLD guidance posted on May 27, 2004 titled **Renegotiation or Cost Allocation of Contracts that Contain More than Basic Maintenance.**

Summary Points

- The underlying contract for this FRN is an Indefinite Delivery (Time and Materials) Contract ("IDC"). IDC contracts, and the transactions that result from an IDC, behave in much the same fashion as a "Master Contract".
- The contracts in question were arrived at through the use of a compliant FCC Form 470, a compliant RFP that goes into minute detail in order to explain what services are requested and what type of contract will control the sought after relationship, and through an open and E-rate compliant procurement process that also complies with state and local procurement policies and regulations.
- An IDC, like a Master Contract, does not carry a face amount cost or a bill of materials. Instead, the contract states the means by which the products or services would be priced according to the terms (schedule, formula, or other mechanism) of the contract.
- It is important to note that, by definition, an IDC would not include specific identification of delivery dates, quantities, products or services because they are as yet unknown.
- Documentation (quotes and Items 21) for Basic Maintenance applications based on a multi year time and materials IDC are based on estimates (see FCC Form 471 Instructions – November 2004, Page 27, Item 23A:) developed after execution of the contract, are not addenda to or part of the contract, and would change each year as the services being requested under the terms of the contract change. There is absolutely no cost unless and until the applicant requests service and service is received.

Conclusion

We believe that the continued denial of funding for FRN 1235176 is a result of misunderstanding, failure to communicate, and lack of training in business law and contracts by USAC; and we respectfully request that this condition be corrected. To do otherwise unfairly impacts the finances of this applicant, and contributes to unintended consequences of hardship and inequity for the students and teachers in this District.

We all thank you for your kind attention to this matter. Please contact me if you have any questions or need additional information.

Sincerely,
Service Associates Inc.

Tom Traywick, Jr.
Senior Compliance Analyst

Attachments as listed above

School District of Williamsburg County

Post Office Box 1067 • Kingstree, South Carolina 29556

Telephone (843) 355-5571 • Fax (843) 355-3213

February 1, 2011

Schools and Libraries Division
Box 125 – Correspondence Unit
80 South Jefferson Road
Whippany, NJ 07981

To Whom It May Concern:

This letter is to inform you that the School District of Williamsburg County has retained Service Associates, Incorporated to advise and assist the District in all matters regarding E-Rate and associated matters effective January 11, 2011, and we hereby authorize you to fully and openly speak and/or correspond with the Service Associates, Inc. Compliance Analysts listed below regarding all matters before USAC-SLD and/or the FCC:

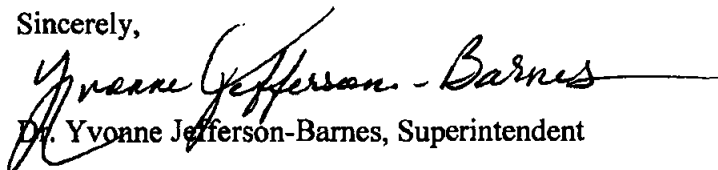
Oliver T. Frail
Thomas T. Traywick
Heather H. Hosey
Jane J. Jones
Linda R. Felderhoff

Additionally, these analysts will serve as the District's Form 471 Block 1 contact person, and as the District's E-rate contact on any other forms and correspondence requested by the District.

This Letter of Agency will be in effect through October 31, 2012, unless canceled or extended by the District, and covers all District applications for all types of services for any Funding Year.

Thank you for your assistance in this matter.

Sincerely,


Dr. Yvonne Jefferson-Barnes, Superintendent

cc: Oliver T. Frail
Janice Crosby
Hattie Pednergrass

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of)	
)	
Requests for Waiver of Decisions of the)	
Universal Service Administrator by)	
)	
Central Technology Center)	File Nos. SLD-785992, <i>et al.</i>
Drumright, Oklahoma, <i>et al.</i>)	
)	
Schools and Libraries Universal Service)	CC Docket No. 02-6
Support Mechanism)	

ORDER

Adopted: May 9, 2012

Released: May 9, 2012

By the Chief, Telecommunications Access Policy Division, Wireline Competition Bureau:

1. Consistent with precedent,¹ we grant 13 requests and deny eight requests from petitioners² seeking review of decisions made by the Universal Service Administrative Company (USAC) under the E-rate program (more formally known as the schools and libraries universal service support program).³ In each decision, USAC found a violation of section 54.503(c)(4) of our rules which requires an E-rate applicant to wait “at least four weeks from the date on which its description of services is posted on [USAC’s] website before making commitments with the selected providers of services.”⁴ Based on our review of the record, we find good cause exists to waive section 54.503(c)(4) of the Commission’s rules

¹ See *Requests for Review and/or Waiver of Decisions of the Universal Service Administrator by Al-Ihsan Academy, South Ozone Park, New York, et al., Schools and Libraries Universal Service Support Mechanism*, File No. SLD-575979, 582051, 582081, *et al.*, Order, 26 FCC Rcd 16415 (Wireline Comp. Bur. 2011) (*Al-Ihsan Academy Order*) (waiving the Commission’s competitive bidding rules for certain petitioners that demonstrated good cause for such a waiver); see also *Application for Review of the Decision of the Universal Service Administrator by Aberdeen School District, Aberdeen, WA, et al., Schools and Libraries Universal Service Support Mechanism*, File Nos. SLD-297249, *et al.*, CC Docket No. 02-6, Order, 22 FCC Rcd 8757 (2007) (*Aberdeen School District Order*) (denying an appeal for an applicant that requested E-rate program funds without posting an FCC Form 470 for the services); *Request for Review of the Decision of the Universal Service Administrator by Henrico County School District, Richmond, Virginia, Federal-State Joint Board on Universal Service*, File No. SLD-209204, CC Docket No. 96-45, Order, 17 FCC Rcd 706 (Com. Car. Bur. 2002) (denying a request for review where applicant relied upon a an FCC Form 470 posted in Funding Year 3 in support of its Funding Year 2 service requests).

² The requests for review and waiver are listed in the appendices.

³ Section 54.719(c) of the Commission’s rules provides that any person aggrieved by an action taken by a division of USAC may seek review from the Commission. 47 C.F.R. § 54.719(c).

⁴ 47 C.F.R. § 54.503(c)(4). The Commission has interpreted this rule to require an applicant to wait 28 days after the public availability of an RFP as well. *Request for Review by Ysleta Independent School District of the Decision of the Universal Service Administrator*, CC Docket Nos. 96-45, 97-21, Order, 18 FCC Rcd 26407, 26424, para. 40 (2003).

for the petitioners listed in Appendix A.⁵ We also grant one petitioner listed in Appendix A, Kipp, Inc., a waiver of our 60-day filing deadline for appeals because we find the petitioner submitted its appeal to USAC within a reasonable period of time after receiving actual notice of USAC's adverse decision.⁶

2. We further find that the petitioners listed in Appendices B and C did not violate section 54.403(c) of the Commission's rules. Each of the petitioners listed in Appendix B made ministerial or clerical errors on FCC Form 471, which is the form that requests support for eligible services. The errors that the petitioners listed on Appendix B made on their FCC Form 471s created the mistaken impression that those petitioners had violated section 54.403(c)(4) of the Commission's rules. For the petitioners listed in Appendix B, we also find good cause to waive Section 54.504(a) of the Commission's rules which requires E-rate applicants to submit a completed FCC Form 471 to USAC.⁷ As for the petitioners listed in Appendix C, we find USAC erred in finding them in violation of section 54.403(c) for a variety of reasons. USAC incorrectly changed Milton School District's category of service, making it appear that Milton School District violated the 28-day rule. Next, even though the Montgomery Public Schools' RFP was available for less than 28 days, there was no competitive bidding violation because it was selecting a service provider from a multiple award state master contract with contracts that had been competitively bid by the state. We also find Pittsburg Unified School District did not violate our rules because its communications with service providers merely directed potential bidders to already-filed FCC Forms 470. Finally, we find that the eight petitioners listed in Appendix D have not demonstrated that good cause exists to justify waivers of the Commission's rules and we otherwise decline to grant these appeals.

3. At this time, we find no evidence of waste, fraud and abuse in the record with respect to the petitioners for which we grant relief. Additionally, on our own motion, we waive section 54.507(d) of the Commission's rules and any USAC procedural deadline, such as the invoicing deadline, that might be necessary to effectuate our ruling.⁸ We find good cause to waive section 54.507(d) because filing an appeal of a denial is likely to cause petitioners to miss the program's subsequent procedural deadlines in that funding year.

4. We therefore remand the underlying applications listed in Appendices A-C to USAC for further action consistent with this order. To ensure that the underlying applications are resolved expeditiously, we direct USAC to complete its review of each application listed in Appendices A-C and issue an award or a denial based on a complete review and analysis no later than 90 calendar days from the release date of this order. In remanding these applications to USAC, we make no finding as to the ultimate eligibility of the services or the petitioners' applications. We direct USAC to discontinue recovery actions against those parties listed in Appendix A-C based on our findings in this order.

⁵ 47 C.F.R. § 54.503(c)(4). See *Aberdeen School District Order*, 22 FCC Rcd at 8763, para. 9 (waiving the Commission's competitive bidding rules for petitioners who, while not waiting the full 28 days before entering into a contract, missed that deadline by a minimal number of days).

⁶ See 47 C.F.R. § 54.720 (requiring appeal within 60 days of a decision by USAC). See also *Requests for Review and/or Waiver of Decisions of the Universal Service Administrator by ABC Unified School District, et al., Schools and Libraries Universal Service Support Mechanism*, File Nos. SLD-584091, Order, 26 FCC Rcd 11019, 11019, para. 2 (Wireline Comp. Bur. 2011) (granting petitioners waivers of our filing deadline for appeals because they submitted their appeals to the Commission within a reasonable period of time after receiving actual notice of USAC's adverse decision).

⁷ 47 C.F.R. § 54.504(a). See *Aberdeen School District Order*, 22 FCC Rcd at 8761, paras. 6-7 (waiving our rules when petitioners inserted the wrong contract date, the wrong classification of service, or the wrong FCC Form 470 application number on the FCC Form 471, thus making it appear that the applicants violated the 28-day rule).

⁸ 47 C.F.R. § 54.507(d) (requiring non-recurring services to be implemented by September 30 following the close of the funding year).

5. ACCORDINGLY, IT IS ORDERED, pursuant to the authority contained in sections 1-4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, and sections 0.91, 0.291, 1.3 and 54.722(a) of the Commission's rules, 47 C.F.R. §§ 0.91, 0.291, 1.3 and 54.722(a), that the requests for review or requests for waiver filed by the petitioners listed in appendices A, B and C ARE GRANTED and their underlying applications ARE REMANDED to USAC for further consideration in accordance with the terms of this order.

6. IT IS FURTHER ORDERED, pursuant to the authority contained in sections 1-4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, and sections 0.91, 0.291, 1.3 and 54.722(a) of the Commission's rules, 47 C.F.R. §§ 0.91, 0.291, 1.3 and 54.722(a), that sections 54.503(c)(4), 54.504(a) and 54.507(d) of the Commission's rules, 47 C.F.R. §§ 54.503(b)(4), 54.504(a) and 54.507(d), ARE WAIVED for the petitioners listed in Appendices A-C to the limited extent provided herein.

7. IT IS FURTHER ORDERED, pursuant to the authority contained in sections 1-4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, and sections 0.91, 0.291, 1.3 and 54.722(a) of the Commission's rules, 47 C.F.R. §§ 0.91, 0.291, 1.3 and 54.722(a), that the requests for review or requests for waiver filed by the petitioners listed in Appendix D ARE DENIED.

FEDERAL COMMUNICATIONS COMMISSION

Trent B. Harkrader
Chief
Telecommunications Access Policy Division
Wireline Competition Bureau

APPENDIX A
Waiver of Section 54.503(c)(4) Granted

Petitioner	Application Number(s)	Funding Year	Date Request for Review/Waiver Filed
Central Technology Center Drumright, OK	785992	2011	Nov. 14, 2011
Hempfield Area School District Greensburg, SC	750235	2010	June 24, 2011
KIPP Inc. Houston, TX	433110	2004	May 16, 2011, June 15, 2011
Minneapolis Public Schools Minneapolis, MN	517640	2006	Nov. 7, 2011
Northside School Whitestone, NY	820279	2011	Jan. 6, 2012
Oregon School District Oregon, WI	664675, 602196	2009	Oct. 14, 2009
Ossining Union Free School District Ossining, NY	486474	2005	Sept. 29, 2005

APPENDIX B
Waiver of Section 54.504(a) Granted

Petitioner	Application Number(s)	Funding Year	Date Request for Review/Waiver Filed
Clinton-Glen Gardner School District Clinton, NJ	80327	2011	June 28, 2011
West Fargo Public School District West Fargo, ND	782828	2011	Feb. 1, 2012
Wisconsin Cooperative Educational Service Agency #11 Turtle Lake, WI	552615	2007	Oct. 16, 2007

APPENDIX C
Appeals Granted

Petitioner	Application Number(s)	Funding Year	Date Request for Review/Waiver Filed
Milton School District Milton, WI	756126	2010	Jan. 30, 2012
Montgomery Public Schools Montgomery, AL	592679	2008	June 20, 2009
Pittsburg Unified School District Pittsburg, CA	696082	2009	Aug. 12, 2011

**APPENDIX D
Appeals Denied**

Petitioner	Application Number(s)	Funding Year	Date Request for Review/Waiver Filed
Chicago Public Schools Chicago, IL 60603	819303	2011	March 13, 2012
Cobleigh Public Library Lyndonville, VT	391909	2004	Dec. 13, 2006
Martin County Public Library Inez, KY	791413	2011	August 11, 2011
Parkers Chapel School District El Dorado, AR	758096	2010	June 17, 2011
Sandhill Regional Library System Rockingham, NC	559697, 596639	2007, 2008	March 21, 2011
San Juan BOCES Durango, CO	689955	2009	Dec. 18, 2009
St. Lucie County School District Fort Pierce, FL	593337	2008	July 14, 2010
Williamsburg County School District Kingstree, SC	449180	2005	Nov. 6, 2006

Service Associates, Inc.

651 Solomon Jones Road
Post Office Box 329
Cedar Mountain, North Carolina 28718
800.396.9950 – 828.221.0602 FAX
ttraywick@serviceassoc.com

April 29, 2006

Letter of Appeal
Schools and Libraries Division
Box 125 – Correspondence Unit
80 South Jefferson Road
Whippany, NJ 07981

**Re: Appeal of funding decision for Form 471 Application Number 449180
FRN 1235176.**

To whom it may concern:

This appeal is being filed on behalf of the applicant. I am the Block 1 contact person for the applicant. My contact information is as follows:

Tom Traywick
Service Associates, Inc.
651 Solomon Jones Road
Post Office Box 329
Cedar Mountain, NC 28718-0329
ttraywick@serviceassoc.com
800.396.9950
828.221.0602 FAX

Applicant Contact: Regina McKnight, Director of Technology
Williamsburg County School District
423 School Street
Kingstree, SC 29556
rmcknight@wcsd.k12.sc.us
(843) 355-5571
(843) 355-3333 FAX

This appeal letter requests that the SLD reverse the denial of funding of the referenced FRN.

Regarding: Funding Commitment Decision Letter:

Date of Letter	April 12, 2006
Applicant	Williamsburg County School District
Billed Entity Number	127201
Form 471 Application Number	449180
Funding Request Number	1235176

Service Associates, Inc. is an E-rate support services company providing services exclusively to E-rate applicants

The "Funding Commitment Decision Explanation" given in the FCDL is: "The FRN is denied due to a competitive bidding violation. A new Form 470 should be posted when the services and/or price of the original contract are modified."

Grounds for Appeal

For Form 471 Application Number 449180 FRN 1235176 there was not a FY2005 FCC Form 470 posted because under FCC regulations none was required.

CLARIFICATION:

Neither the services nor the price of the original contract was modified. The contract was amended to extend the term as provided for in the RFP and in the contract.

The contract was executed on January 30, 2003 and is a compliant multi-year contract bid through the FCC Form 470 process. FCC has ruled that renewal terms in contracts based on valid Forms 470 can be exercised without further posting. See FCC DA 99-1773 Section III, Paragraph 12 language as follows:

We, therefore, confirm that, for a contract that has been competitively bid through the FCC Form 470 application process, no reposting of the contract is necessary before a renewal option is exercised.

The Form 470: FRN 1235176 references FY2003 FCC Form 470 No. 615290000429053 posted on November 12, 2002 (attached). The Block 2 Item 13 of the FY2003 FCC Form 470 instructions makes no reference to multi year contracts or voluntary extensions, and reads as follows:

13. (Optional) Purchases in future years: If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, summarize below (including the likely time-frames).

The Block 2 Item 13 language referring to multi year contracts or contracts featuring voluntary extensions first appeared on the FY2004 FCC Form 470 which has an FCC document date of May 2003. If you "search posted" for this Form 470 615290000429053 on the SLD web site you will find that the data for this FY2003 Form 470 615290000429053 is displayed on a FY2004 FCC Form 470 with an FCC document date of May 2003. The May 2003 form as displayed was not available until six months after the data as displayed on the Form 470 was posted on December 2, 2002. **This is an error condition in USAC-SLD internal systems and procedures which causes serious problems for applicants and inexperienced reviewers.**

The RFP: FY2003 FCC Form 470 No. 615290000429053 references the RFP WCSD-eFY2003-001. The November 12, 2002 RFP and the November 26, 2002 Addendum 1 to the RFP are attached. In the RFP at page 10 "Section VIII. Scope of Support Requested, Item E." you will find the following language:

The District reserves the right to negotiate a multi-year contract if deemed in the best interest of the District.

The Contract: Contract No. ER6-WMBG-2A-29556 resulted from the procurement process that occurred as a result of the Form 470 No. 615290000429053 and the RFP WCSD-eFY2003-001 which was associated with that Form 470. The history of the contract is as follows:

1. The allowable contract date for the Form 470 was December 10, 2002. The contract ER6-WMBG-2-29556 was signed and dated by both parties on January 30, 2003. A copy of the contract is attached.
2. The original contract was amended January 21, 2004 pursuant to the Third Report and Order (FCC 03-323 released December 23, 2003). This January 21, 2004 amendment replaced the original contract with two new contracts as follows: replacement contract ER6-WMBG-2A-29556 to provide basic maintenance services, and replacement contract ER6-WMBG-2B-29556 to provide installation services. A copy of the June 1, 2004 Contract Renegotiation Confirmation is attached.
3. The contract as amended January 21, 2004 was amended January 29, 2004 to renew the contract by extending the term through September 30, 2005 as anticipated in the RFP and in the original contract as agreed to by the parties. A copy of contract ER6-WMBG-2A-29556 as amended January 29, 2004 is attached.
4. The contract as amended January 29, 2004 was amended January 24, 2005 to renew the contract by extending the term through September 30, 2006 as anticipated in the RFP and in the original contract as agreed to by the parties. A copy of contract ER6-WMBG-2A-29556 as amended January 24, 2005 is attached.

DISCUSSION:

An RFP (Request for Proposals) is a document designed to permit service providers to offer proposals and alternate proposals (perhaps innovative) and the document anticipates varied proposals from varied proposers. An ITB (Invitation to Bid) on the other hand would be specific as to the Scope of Work and the Bill of Materials being requested, and could even dictate the general terms of the anticipated contract. USAC-SLD policies and guidance don't appear to differentiate between different types of notifications of anticipated purchases but refer only to "RFP".

The WCSO-eFY2003-001 is an RFP and not an ITB. It anticipates various responses from various service providers and it anticipates negotiations with service providers to reach a contract. See page 5 Section VI B. as follows:

"The District reserves the right to reject any and all proposals, to waive any technicalities, to negotiate with Offerors prior to awarding a contract, and to accept the proposal which, in District's opinion, seems most advantageous to the District."

Contracts are negotiated by the parties prior to execution. If they cannot agree they part company. Multi-year contracts can be negotiated in one of several ways, as follows:

1. A contract with a fixed term spanning more than one year.
2. A contract with a fixed term spanning one year with voluntary extensions that occur unless one of the parties gives notice to the contrary (requires no action by the parties to extend).
3. A contract with a fixed term spanning one year with renewal terms that can be exercised by agreement of the parties (requires an amendment).
4. Or a contract with a fixed term spanning more than one year with renewal terms or voluntary extensions as discussed above.

The features of any one of these several types might be considered advantageous by one or more parties. The type of contract negotiated and ultimately executed by the parties is a factor of the needs and/or preferences of the two parties, and their ability to ultimately agree on the form of contract. But no matter which of the four types they succeed in negotiating, they will have chosen a contract that defines and anticipates a multi-year agreement – i.e. a multi-year contract as allowed for in the RFP.

Contract No. ER6-WMBG-2-29556, and subsequently its two replacement contracts, was negotiated and executed as a contract with a fixed term spanning one year with renewal terms that can be exercised, by execution of an amendment to renew the contract by extending the term. The language that the parties negotiated, as anticipated by the RFP, that allows this feature to operate is found at page 3, "Item 3) Term" of Contract No. ER6-WMBG-2-29556 and states:

If, during the term of this Agreement, it becomes appropriate to consider (1) an extension of the Term of the Agreement, (2) a renewal of the Agreement, or any other change or amendment to the Agreement; an Addendum to the Agreement may be executed by agreement and acceptance of both parties hereto.

It is clear on the record, as shown in the RFP and in the original Contract No. ER6-WMBG-2-29556 and in the amended versions of Contract No. ER6-WMBG-2-29556, that the agreement considers itself to be a multi-year contract and that the two parties that negotiated the agreement consider it to be a multi-year contract.

CLOSING:

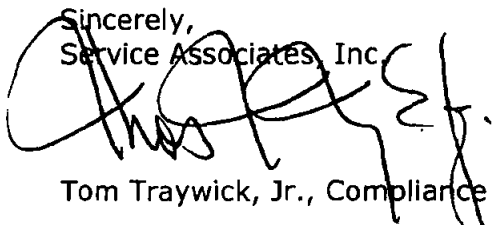
The Form 470 for FY2003 and the Form 470 for FY2004 are not the same form, and the filing guidance at the time was different for each.

Contract No. FCSD3-FY2003-001 is based on a valid compliant FY2003 FCC Form 470, and under FCC rules as cited above in this response, the renewal terms of the contract can be exercised without further posting of Forms 470.

We respectfully request that this decision be reversed and that Form 471 Application Number 449180 FRN 1235176 be funded. If you require any other documents or information regarding this important matter we will be glad to provide them.

The applicant, the service provider and I all thank you for your kind attention to this matter. Please contact me if you have any questions or need additional information.

Sincerely,
Service Associates, Inc.



Tom Traywick, Jr., Compliance Analyst

Attachments:

FY2003 FCC Form 470 No. 615290000429053

RFP WCSD-eFY-2003-001

RFP WCSD-eFY-2003-001 Addendum 1

Contract ER6-WMBG-2-29556 January 30, 2003

June 1, 2004 Contract Renegotiation Confirmation

Contract ER6-WMBG-2A-29556 as amended January 29, 2004

Contract ER6-WMBG-2A-29556 as amended January 24, 2005

FCC Form

Approval by OMB
3060-0806**470**

Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 5.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before completing.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications (School, library, or consortium desiring Universal Service funding.)

Form 470 Application Number: 615290000429053
Applicant's Form Identifier: Network Support
Application Status: CERTIFIED
Posting Date: 11/12/2002
Allowable Contract Date: 12/10/2002
Certification Received Date: 12/13/2002

1. Name of Applicant: WILLIAMSBURG CO SCHOOL DIST			
2. Funding Year: 07/01/2003 - 06/30/2004		3. Your Entity Number 127201	
4. Applicant's Street Address, P.O.Box, or Route Number			
a. Street 423 SCHOOL ST			
City KINGSTREE	State SC	Zip Code 5Digit 29556	Zip Code 4Digit
b. Telephone number (843) 355- 5571		c. Fax number (843) 355- 3213	
d. E-mail Address rmcknight@wcsd.k12.sc.us			
5. Type Of Applicant (Check only one box)			
<input type="radio"/> Library (including library system, library branch, or library consortium applying as a library)			
<input type="radio"/> Individual School (individual public or non-public school)			
<input checked="" type="radio"/> School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)			
<input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia)			
6a. Contact Person's Name: Regina McKnight			
6b. Street Address, P.O.Box, or Route Number (if different from Item 4)			

400 LEXINGTON AVENUE			
City KINGSTREE	State SC	Zip Code 5Digit 29556	Zip Code 4Digit
6c. Telephone Number (10 digits + ext.) (843) 355- 7832			
6d. Fax Number (10 digits) (843) 355- 2162			
6e. E-mail Address (50 characters max.) rmcknight@wcsd.k12.sc.us			

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

- a. ☐ Tariffed services - telecommunications services, purchased at regulated prices, for which the applicant has no signed, written contract. A new Form 470 must be filed for tariffed services for each funding year.
- b. ☐ Month-to-month services for which the applicant has no signed, written contract. A new Form 470 must be filed for these services for each funding year.
- c. ☒ Services for which a new written contract is sought for the funding year in Item 2.
- d. ☐ A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous program year.

NOTE: Services that are covered by a qualified contract for all or part of the funding year in Item 2 do NOT require filing of Form 470. A qualified contract is a signed, written contract executed pursuant to posting a Form 470 in a previous program year OR a contract signed on/before 7/10/97 and reported on a Form 470 in a previous year as an existing contract.

8 ☐ Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

a ☐ **YES**, I have an RFP. Choose one of the following: It is available on the Web at
or via ☐ the Contact Person in Item 6 or ☐ the contact listed in Item 11.

b ☐ **NO**, I do not have an RFP for these services.

If you answered NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications Services, and remember that only common carrier telecommunications companies can provide these services under the universal service support mechanism. Add additional lines if needed.

9 ☐ Internet Access

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

a ☐ **YES**, I have an RFP. Choose one of the following: It is available on the Web at
or via ☐ the Contact Person in Item 6 or ☐ the contact listed in Item 11.

b ☐ **NO**, I do not have an RFP for these services.

If you answered NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for

examples of eligible Internet Access Services. Add additional lines if needed.

10 ☒ Internal Connections

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

a ☒ **YES**, I have an RFP. Choose one of the following: It is available on the Web at _____
or via ☐ the Contact Person in Item 6 or ☒ the contact listed in Item 11.

b ☐ **NO**, I do not have an RFP for these services.

If you answered NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., local area network) and quantity and/or capacity (e.g., connecting 10 rooms and 300 computers at 56Kbps or better). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internal Connections Services. Add additional lines if needed.

11 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the signer of this form.

Name:

JANICE J. CROSBY

Title:

IT ADMINISTRATIVE ASSISTANT

Telephone number (10 digits + ext.)

(843) 355 - 7832

Fax number

(843) 355 - 2162

E-mail Address (50 characters max.)

JJCROSBY@WCSD.K12.SC.US

12. ☐ Check here if there are any restrictions imposed by state or local laws or regulations on how or when providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or give Web address where they are posted.

13. (Optional) Purchases in future years: If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, summarize below (including the likely time-frames).

Block 3: Technology Assessment

14. ☐ Basic telephone service only: If your application is for basic local and long distance voice telephone service only, check this box and skip to Item 16.

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop communications software: Software required ☒ has been purchased; and/or ☐ is being sought.

b. Electrical systems: ☒ adequate electrical capacity is in place or has already been arranged; and/or ☐

upgrading for additional electrical capacity is being sought.

e. Computers: a sufficient quantity of computers ☒ has been purchased; and/or ☐ is being sought.

d. Computer hardware maintenance: adequate arrangements ☒ have been made; and/or ☐ are being sought.

e. Staff development: ☒ all staff have had an appropriate level of training or additional training has already been scheduled; and/or ☐ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Service:

Check the ONE choice that best describes this application and the eligible entities that will receive the services described in this application.

You must select a state if (b) or (c) is selected:

a. ☒ Individual school or single-site library: Check here, and enter the billed entity in Item 17.

b. ☒ Statewide application (check all that apply):

- ☐ All public schools/districts in the state:
- ☐ All non-public schools in the state:
- ☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ If checked, complete Item 18.

c. ☒ School district, library system, or consortium application to serve multiple eligible sites:

Number of eligible sites	15
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
843	354, 355, 382, 387, 389, 426, 558

If your application includes INELIGIBLE entities, check here. ☐ If checked, complete Item 18.

17. Billed Entities

Entity Name	Entity Number
WILLIAMSBURG CO SCHOOL DIST	127201

18. Ineligible Entities			
Ineligible Participating Entity	Entity Number	Area Code	Prefix

Block 5: Certification

19. The applicant includes: (Check one or both)

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801(14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to) elementary and secondary schools, colleges and universities.

20. All of the individual schools, libraries, and library consortia receiving services under this application are covered by:

- a. ☒ individual technology plans for using the services requested in the application
- b. ☒ higher-level technology plans for using the services requested in the application
- c. ☐ no technology plan needed; application requests basic local and long distance telephone service only.

21. Status of technology plans (If representing multiple entities with mixed technology plan status, check both a and b):

- a. ☒ technology plan(s) has/have been approved by a state or other authorized body.
- b. ☒ technology plan(s) will be approved by a state or other authorized body.
- c. ☐ no technology plan needed; application requests basic local and long distance telephone service only.

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

23. ☒ I recognize that support under this support mechanism is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. Signature of authorized person: ☒

26. Date (mm/dd/yyyy): 12/13/2002

27. Printed name of authorized person: REGINA MCKNIGHT

28. Title or position of authorized person: DIRECTOR OF TECHNOLOGY

29. Telephone number of authorized person: (843) 355 - 5571 ext. 277

[New Search](#)

[Return To Search Results](#)

FCC Form 470

Universal Service Program Description of Services Requested and Certification Form



Entity Number: 127201

Applicant's Form Identifier: Network Support

Contact Person: Regina McKnight

Phone Number: (843)355-7832

FCC Form

Approval by OMB
3060-0806

Do not write in this area

470

**Schools and Libraries Universal Service
Program Description of Services Requested
and Certification Form**

Form 470 Application Number: 615290000429053

19. The applicant includes:(Check one or both)

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801(14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. All of the individual schools, libraries, and library consortia receiving services under this application are covered by:

- a. ☒ individual technology plans for using the services requested in the application; and/or
- b. ☒ higher-level technology plans for using the services requested in the application; or
- c. ☐ no technology plan needed; application requests basic local and/or long distance telephone service only.

21. Status of technology plans (if representing multiple entities with mixed technology plan status, check both a and b):

- a. ☒ technology plan(s) has/have been approved by a state or other authorized body.
- b. ☒ technology plan(s) will be approved by a state or other authorized body.
- c. ☐ no technology plan needed; application requests basic local and/or long distance telephone service only.

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

23. ☒ I recognize that support under this support mechanism is conditional upon the school(s) or library (ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. Signature Cert ID = 15820	26. Date 12/13/2002
27. Printed name of authorized person REGINA MCKNIGHT	
28. Title or position of authorized person DIRECTOR OF TECHNOLOGY	
29. Telephone number or authorized person: (843) 355-5571 , ext. 277	
<p>ATTENTION: If you are signing Form 470 using the PIN assigned to you by SLD, you are reminded that using the PIN is equivalent to your handwritten signature on the form. Your use of the PIN to affirm these certifications means that should they prove untrue, you will be held to the same enforcement standards as those who affirm the certifications on paper. Also, by using the PIN, you are affirming that you have the authority to make these certifications and represent the entity featured in Block One of this funding request.</p> <p>Please Check to affirm your compliance <input checked="" type="checkbox"/></p>	

Form 470 Application Number: 615290000429053
 WILLIAMSBURG CO SCHOOL DIST
 423 SCHOOL ST
 KINGSTREE, SC 29556-

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the "Service Provider Role in Assisting Customers" at www.sl.universalservice.org/vendor/manual/chapter5.doc or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104B, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.



Request for Proposal

For

On-Site Network Support Services

For The

**Williamsburg County School District
Kingstree, South Carolina**

RFP # WCSD-eFY-2003-001

November 12, 2002

RFP # WCSD-eFY-2003-001

1 of 14 Pages

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I. Introduction

The Williamsburg County School District ("the District" or "WCSD") is soliciting sealed proposals for the maintenance and support of the computer networks in the District. This document is the Request for Proposals ("RFP") for infrastructure, components and services related to this task.

The District has fifteen schools and two district campuses. A dedicated T-1 circuit serves each of the 17 campuses. Each school has at least two Windows 2000 Servers that are necessary for the transport of information to the classroom by way of a LAN consisting of servers, routers, switches, and network equipment. The Technology Center houses four Windows 2000 Servers that provide for the district-wide network and email system.

II. Invitation

- A. The District will receive sealed proposals at the District Office (423 School Street, Kingstree, SC 29556) not later than **December 13, 2002, 3:00 p.m.** Proposals will be publicly opened at that time. Proposals not physically in the possession of the Purchasing Official at that time will be given no further consideration, unless approved in advance by the District. Place the following on the outside of the mailing/delivery package: **Response to Williamsburg County School District, On-Site Network Support Services, RFP # eFY-2003-001.** The Offeror must provide one signed original and three (3) copies of the proposal.
- B. The District expects to award the Contract to the firm whose proposal is in the best interest of the district. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening of said bid. The District reserves the right to reject any and all bids and to waive any requirements herein.
- C. The RFP and its requirements will become binding on the Contractor awarded a contract, unless Contractor takes formal exception to an item or items, as directed in the section, "Proposal Requirements."
- D. From the time of receipt of this RFP until the awarding of the contracts, Offerors are hereby cautioned to limit any communications with the District to the person named as the District contact as appointed by the District. Any attempt to circumvent the bidding process by contacting other personnel at this institution could result in the disqualification of the Offeror. The District has retained an independent funding analyst to advise and assist the District with the e-Rate process. Any questions regarding this RFP should be directed, in writing (e-mail preferred), to Tom Traywick (ttraywick@charter.net), 524 Russell Road, Camden, SC 29020. Questions will be answered by issue of Addenda to the list of Offerors registered with the District. The last day for the receipt of questions will be Tuesday **November 26, 2002.**

- E. There will be a **non-mandatory** Pre-Proposal Conference on Tuesday, November 26, 2002 at 10am, in the Technology Center located at 400 Lexington Avenue, Kingstree, SC 29556.

III. Time Schedules

- Pre-Proposal Conference (not Mandatory) Tuesday, November 26, 2002 @ 10am
- Open Proposals Friday, December 13, 2002 @ 3pm
- Recommendations presented to Superintendent's Cabinet Wednesday, December 18, 2002
- Execution of Contract No later than Friday, January 10, 2003

IV. Evaluation Criteria

Evaluation of all proposals will be based on the following criteria, listed in order of priority:

- A. Overall service offered.
- B. Plan for working under the supervision of the WCSD Information Technology Team.
- C. Understanding of the project and scope of work.
- D. Submission in accordance with proposal format described herein.
- E. The Contractor's qualifications, certification, and credentials.
- F. The Contractor's prior experience and comparability of client database.
- G. Responses of selected past and present clients (the District will select those references to be contacted).
- H. Cost

V. E-Rate

It is the intent of the District to submit this work to the SLD for discounting under the E-rate Universal Services Program. District funding of the project may be conditional upon a funding commitment by the SLD. The successful Offeror will be required to segregate, and bill separately, any costs of services that are not e-Rate eligible. The successful Offeror will be required to bill in accordance with SLD guidelines using the method determined by the District.

VI. General Requirements/Information

- A. This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof; seems to any vendor to restrict, or limit, the requirements in the solicitation to a single source, it shall be the responsibility of the interested vendor to notify the District in writing so as to be received Fifteen (15) days prior

to the opening date. The solicitation may or may not change, but a review of such notification will be made prior to award.

- B. The District reserves the right to reject any and all proposals, to waive any technicalities, to negotiate with Offerors prior to awarding a contract, and to accept the proposal which, in District's opinion, seems most advantageous to the District.
- C. This RFP does not commit the District to award any contract, to pay any costs associated with proposal submission, or to procure or contract for the services specified herein.
- D. The District shall not be responsible for payment of any add-ons, additions, or optional equipment or service that have not been authorized in writing by the District.
- E. Offeror will be required to submit Offeror's standard agreement with Offeror's proposal for review by District. The Offeror awarded a contract will be required to amend Offeror's standard purchase agreement to include (1) this RFP and any Addenda, (2) Offeror's proposal, and (3) any approved amendments and changes as binding components of the contract. These documents will supersede any conflicting statement in Offeror's standard purchase agreement. The terms and conditions agreed to as part of the final contract will remain applicable during warranty and as long as a full service On-Site Network Support Services contract is in effect between Offeror and District.
- F. Offeror will be liable for any damage Offeror may cause to equipment and/or material owned by District or Offeror. The cost to repair such damage will be the responsibility of the Offeror and repair will be completed promptly.
- G. The parties shall look to the RFP for resolution of conflict or ambiguity in the following order of precedence: (a) this RFP; (b) exhibits and other documents to be developed in the future that shall become a part of the Agreement (c) the District-Offeror Agreement (d) the District issued purchase orders or acknowledgments; and then, (e) the Offeror response to the RFP.
- H. Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made, must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. By submission of this signed offer, the offeror agrees to subject itself to the jurisdiction and process of the courts of the state of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by any government unit.
- I. The general standard of care by which Offeror shall be measured is the same standard imposed by South Carolina law on a fiduciary in a fiduciary relationship. The standard of care Offeror shall assume includes a duty of loyalty to act in the District's best interests with respect to the subject matter of the contemplated engagement, and a duty of responsibility to

act with utmost good faith and diligence with respect to the obligations of Offeror under the Agreement.

- J. The Offeror will certify a "drug-free workplace" as the term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set forth in Title 44, Chapter 107.
- K. The District shall have the right to interview and to object to Offeror's assignment of specific individuals (including management) to perform work relating to this Agreement and to request replacement of personnel assigned by Offeror to perform work relating to this Agreement. The District may reject personnel provided by the Offeror without incurring any cost if such rejection is made within the first two (2) days of the person's assignment. The District may reject personnel provided by the Offeror at any time provided the District pays for the time the contract person has worked.
- L. Offeror may subcontract part of its responsibilities to related companies or other entities provided the District gives prior, written approval of the subcontractor and Offeror and such subcontractor meets the requirements of the District's confidentiality agreement. In the event that Offeror engages such a subcontractor, the acts and omissions of the subcontractor shall be deemed to be the acts and omissions of Offeror and references in this Agreement to the obligations of Offeror shall also be deemed to be references to subcontractor.
- M. No contract may be assigned, sublet or transferred without written approval of the District.
- N. Under no circumstances and with no exception will the District act as arbitrator between the contractor and any subcontractor.
- O. Offeror shall keep District Confidential Information secure and confidential. Offeror shall not directly or indirectly disclose, copy, distribute or allow access to any District Confidential Information; provided however, Offeror may disclose such information to persons performing services for Offeror related to the subject matter who require access to District Confidential Information in order to complete their responsibilities. In such event, Offeror shall continue to have a legal duty to protect such District Confidential Information. In addition, Offeror may disclose District Confidential information, if so required by law.
- P. The vendor shall hold the owner harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents, or employees in the performance of this contract, and in case of any action brought therefore against the owner or any of its agents or employees, the vendor shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the owner reserves the right to defend such motion charge all cost thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
- Q. Offeror will provide the District with a written release of all liability for any liens or other encumbrances that are legally and properly claimed against the system installation.

Furthermore, Offeror agrees to indemnify the District against any losses the District may incur as a result of such liens or encumbrances.

- R. Offeror will, if awarded a contract, obtain, pay the premium for, and maintain in full force and effect at least throughout the term of the contract, and for such additional time as District may deem necessary, the following insurance:
1. Workmen's Compensation, as required by Labor Laws of the State of South Carolina
 2. Property Damage in the amount of not less than \$1,000,000
 3. Public Liability in the amount of not less than \$1,000,000 for one person and \$3,000,000 for the aggregate
 4. Note: Prior to commencement of work, Offeror will provide the District with certificate of insurance or other proof of compliance, acceptable to the District. Such certificates or other Documentation will be provided to the District at least 30 days prior to any cancellation and/or change in insurance carriers or coverage.
- S. Offeror will be responsible for coordinating all activities and installation work with the District or the District's representative.
- T. Offeror will be required to enforce the District's smoking policies with respect to Offeror's labor force.
- U. Offeror shall provide only technicians, support staff, representatives, coordinators, and supervisors who are adequately trained, skilled, and certified in their various specialties to complete the installation of the District's system.
- V. Payment Terms: Offeror will provide invoices to the District, on at least a monthly basis. Offeror will bill the District for the non-discounted portion of the work and will bill the SLD for the discounted portion.
- W. Any contract entered into by the District resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance on a subsequent fiscal period or appropriated year.
- X. Any contract entered into by the District resulting from this solicitation may be terminated by the District providing a sixty (60) day advance notice is given to the contractor.
1. In the event the contract is terminated or cancelled upon request and for the convenience of the District without the required sixty (60) days advance notice, the District shall negotiate reasonable termination costs, if applicable.
 2. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing termination cost provision. The

sixty (60) day advance notice requirement is waived and the default provisions of the solicitation shall apply.

3. In case of default, the owner reserves the right to purchase any or all items in the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent offer of the defaulting contractor shall be considered until the assessed charge has been satisfied.
- Y. If any term or provision of any contract resulting from this RFP shall be found to be illegal or unenforceable, notwithstanding any such legality or unenforceability, the remainder of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severed there from.
- Z. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All changes or amendments to the Contract; will be in the form of an Addendum to the Contract executed by agreement and acceptance of both parties.

VII. Vendor's Qualifications

The vendor's ability to meet the following specifications should be documented in the proposal.

A. The successful Offeror will:

- 1) Have a staff of engineers and technicians that have certifications and qualifications including, but not limited to those associated with Microsoft, Novell and Cisco.
- 2) Have knowledge of state contract procurement requirements.
- 3) Have a business presence in South Carolina.
- 4) Have an established business partnership with leading industry infrastructure hardware manufacturers.
- 5) Have the ability to provide servers and infrastructure equipment from state contracts.

B. The successful Offeror should have the following experience:

- 1) Ten or more years as a network systems integration company in the state of South Carolina.
- 2) Ten or more years supporting multiple South Carolina school districts with eight or more campuses.
- 3) Installation and support of multiple platforms and network operating systems within a K-12 environment.

- 4) Successful voice/data convergence installations.
- 5) Successful internal and external wireless installations.
- 6) Installation and support of routers and switches.
- 7) Working with Bell South and small regional public telephone companies, the SC State Budget and Control Board (Office of Information Resources) and the SC State Dept. of Education.
- 8) Providing technical training to K-12 teachers and staff.
- 9) Installation and design of structured cabling systems in accord with current EIA/TIA directives and standards, and in accord with all applicable codes and statutes.
- 10) Network systems design and project management.
- 11) TCP/IP, DHCP, and design of IP addressing systems.
- 12) Management of large LAN/WAN networks.
- 13) Installation and support of backup hardware/software/schedules.

C. The successful Offeror should provide the following:

- 1) An automated service management system that will track the hours spent and detail the work completed. A report must be provided to the District on demand and at least monthly.
- 2) Ability to report to the District within 4 hours in an emergency situation.
- 3) Familiarity with the District's network configuration.
- 4) Ability to provide remote support of network.
- 5) A toll-free support number.

VIII. Scope of Support Requested

- A. During the contract period, the Contractor will be required to provide any computer and network support services deemed necessary by the District's Office of Technology.
- B. Support may include: a regular schedule of preventive maintenance for all network technologies; assistance in the diagnosis, maintenance and repair of network problems; management and maintenance of the district network communication file servers including

all network operating systems, file server backups, network switches, network routers, and network cabling; working with the district staff including management, technology and buildings maintenance; and coordination with other contractors and staff.

- C. Support may also include necessary cabling additions, both UTP and multi-mode fiber optics installed to industry standards, codes and statutes; as well as purchase of any network hardware parts, components and network software that may be required to maintain operation of the District's network within the goals of the District's Technology Plan. Installation projects may be included within the support discussed in this RFP or may be purchased separately, from a second vendor.
- D. The contract is scheduled to begin on July 1, 2003 and end on June 30, 2004. These dates may be extended depending upon how quickly the Schools and Library Division approves funding. The number of days each week, in which the District will need support, will vary depending on the needs of the District.
- E. The District reserves the right to negotiate a multi-year contract if deemed in the best interest of the District.

IX. Proposal Format and Requirements

It is the intent of the District that the RFP Response (The Proposal) be presented in the following format. The Offeror may wish to consider using a cover letter to relay any other information deemed necessary by the Offeror.

All Offerors must provide at a minimum, the following information in the following order. **Any portion not included will be cause for possible elimination from the proposal process.** The information should be organized as indicated below. Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such.

Proposals must be made in the official name of the firm or individual in which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

One signed original and three (3) copies of the proposal must be provided by the Offeror.

Firm Information

- Firm Name
- Firm Address
- Contact information for the Officer of the Firm in charge of this Proposal
- Contact information for proposed account manager and lead engineer.
- SPIN
- Federal Taxpayer Identification Number
- Firm Profile

Understanding of the Project

- Provide a detailed description of all of the services to be provided.
- Provide a detailed description of the Offeror's plan for delivering all of the services to be provided,
- And, a detailed description of the Offeror's plan for maintaining complete communications with the District in the process.

Contractor Qualifications

- Provide statements and documentation of the firm's experience in network system integration, and in the provision of on-site technical support for complex LAN/WAN environments.

- Provide copies of all insurance certificates, including liability and Workman's Compensation.
- Provide documentation of any and all company and personnel certifications relating to the Areas of Expertise defined in this RFP.
- Provide the firm's job descriptions for each proposed level of support personnel, addressing skills and experience as presented in this RFP. Sample Resumes may be provided if available.
- Any other information that would be helpful to the District.

Contractor Client Base/References

The contractor must have a minimum of five (5) references for similar engagements performed within the past two years. WCSD desires that at least three (3) of these references be school districts. For each of the references, provide the following information:

- Client Name
- Client Location
- Contact name(s), telephone numbers, and email address(s)
- Inclusive dates of engagement
- Description of engagement

Cost

- Provide a schedule of hourly rates for personnel to be provided. This schedule should detail each level of support personnel (i.e. Network Engineer, Network Technician, Router Engineer, etc.) being proposed by the Offeror. The schedule should also address any other charges associated with support personnel, such as travel and/or after hours support.
- Provide a means for pricing any network hardware, parts, components and network software that may be required to maintain operation of the District's network. This is usually accomplished by a "cost plus" formula accompanied by a legal definition of "cost". The District will, however, consider other approaches to this goal.
- Provide a mechanism for pricing necessary cabling additions, both UTP and multi-mode fiber optics; installed to industry standards, codes and statutes. This is usually accomplished by a detailed price list of hardware and job quantities priced on an installed basis, but the District will consider other approaches. The goal is to be able to price a cabling job without the need to consult the service provider.

Terms and Conditions

Offeror shall include a copy of proposed agreement terms and conditions. Price quotes must be inclusive of all expenses. Final terms and conditions will be negotiated prior to contract award.

Exceptions

- In a section titled "Exceptions", Offeror is required to point out services and features which cannot be provided and contract conditions which cannot be met.
- If Offeror fails to object to any conditions of RFP, it shall mean that the Offeror agrees with and will comply with all conditions set forth in this RFP.

Alternatives

- In a section entitled "Alternatives", Offeror may list services, features, or contract conditions, which in the Offeror's opinion may be more favorable to WCSD than those set forth in this document.
- Such services and conditions will be taken into account in evaluating the proposal. This, however, does not relieve the Offeror from adhering to the specifications in the base proposal.

Acknowledgement

In submitting this proposal, we (Offeror) understand that WCSD will determine at their discretion which proposal, if ANY, is accepted. We acknowledge that Offerors waive any right to claim damages of any nature whatsoever, based on the selection process and any communication associated with the selection and the final selection of successful Offeror.

We further acknowledge that Williamsburg County School District has the right to verify any and all information submitted by the Offeror, to evaluate Offeror's integrity, reliability, and capacity for satisfactory performance, to wave any and all technicalities and to award a contract that is deemed in the best interest of Williamsburg County School District.

FIRM NAME: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Williamsburg County School District Kingstree, South Carolina

RFP # WCSD-eFY-2003-001

Addendum 1 – November 26, 2002

Following are changes, additions, deletions, or additional information to the RFP. All addenda are considered a component of the RFP.

Questions asked at the Pre-Bid Conference on November 25, 2002

Question: Please explain how the requirement for cabling additions might work and how a proposal might be reviewed and a vendor selected.

Answer: The goal of the District is to be able handled unexpected cabling requirements during the year to and to receive eRate Discounts on that cabling installation and/or maintenance. One way to contract for this would be through a comprehensive “menu of charges” as a part of the Agreement. Another option would be to contract for cabling on a cost plus basis. The districting is requesting proposals on this option that gives you, the vendors, the opportunity to suggest a better idea.

Question: Under Vendor Qualifications, Section B., items 1 & 2, please explain the preference for such long experience in school district support.

Answer: The district agrees to amend that language to eliminate the “ten or more years” language. It does, however, remain a preference of the District that the successful vendor has long experience in network systems integration support of S. C. school districts. But if your proposal documents experience in other types of multi-site enterprise clients, and if your proposal is otherwise impressive in the areas of the Evaluation Criteria on page 4, then your proposal will be taken seriously by the evaluation committee.

Question: The RFP requests an all encompassing network support proposal that provides for technical support staff, cabling support, and network hardware – would that be through the State Contract arrangement?

Answer: It is the intent of the District to contract a single vendor under a single contract and a single FRN for all of the services requested in this RFP. The hardware provision, like the cabling discussed earlier, is to provide for unexpected hardware requirements for break/fix, replacement, or upgrade. It can not utilize State Contract but must be contracted for within the Offeror’s proposal, through a pricing formula that could be utilized through the life of the agreement. It has been done successfully in the past through a “cost plus” clause in the contract, but other mechanisms could be used.

Question: Mr. Livingston, are you the only technical staff member in the District.

Answer: I have 6 technicians reporting to me.

AMMENDMENT OF THE RFP LANGUAGE

The RFP as initially written reads as follows at page 8, Section VII Vendor's Qualifications:

B. The successful Offeror should have the following experience:

- 1) Ten or more years as a network systems integration company in the state of South Carolina.*
- 2) Ten or more years supporting multiple South Carolina school districts with eight or more campuses.*

The RFP is hereby amended to replace that language as follows:

B. The successful Offeror should have the following experience:

- 1) Substantial experience as a network systems integration company in the state of South Carolina.
- 2) Substantial experience supporting multiple South Carolina school districts with multiple campuses.

CSI Technology Resources, Inc.

Page 1 of 5

ER6-WMBG-2-29556

Exhibit C 948480

5 pages

Williamsburg County School District

On-Site Network Support Services Agreement
Contract Number: ER6-WMBG-2-29556
(07/01/2003-06/30/2004)

Presented by:

CSI Technology Resources, Inc.

1661 East Main Street • Easley, South Carolina 29640 • Phone: 864/855-1900 • Fax: 864/855-1429

Microsoft Novell. citrix   COMPAQ

On-Site Network Support Services Agreement

This On-Site Network Support Services Agreement ("Agreement") between CSI Technology Resources, Inc. (hereinafter referred to as "CTR, Inc.") and Williamsburg County School District (hereinafter referred to as the "District") specifically includes and is subject to the following documents

1. This Agreement
2. Williamsburg County School District RFP WCSD-eFY-2003-001
3. Addendum 1 to Williamsburg County School District RFP WCSD-eFY-2003-001
4. Item 21 Attachment Number: Cabling
5. Item 21 Attachment Number: On-Site Support
6. CTR, Inc. Purchase Agreement for E-Rate Customers No. ER6-WMBG-1-29556

and therein outline the terms and conditions for E-Rate Eligible On-Site Network Support Services for the period July 1, 2003 through June 30, 2004

Any E-Rate ineligible computer and network support services requested by the District will be provided separately by CTR, Inc. under the terms of the S. C. State Contract for Temporary IT Personnel.

- 1) **Service Responsibilities of CTR, Inc.** CTR, Inc. shall provide E-Rate eligible On-Site Technical Support Services, including installation, maintenance, repair, upgrade and changes to eligible network components including UTP, fiber optic and wireless communications infrastructure for Williamsburg County School District, as requested by the District, in accordance with the following
 - a. CTR, Inc. shall provide network support during the hours specified in item 5 of this contract
 - b. Upon award and initiation of this contract to CSI, the CSI engineering manager responsible for providing these services will meet with the District to plan a baseline "on-site/technical support schedule." This schedule will include any planned or desired infrastructure upgrades and/or additions in the form of new servers, operating implementations and LAN/WAN electronics.
 - c. This schedule will define the actual days/time per week that an appropriately suited CSI engineer will be in the District as well as the specific activities to be performed
- 2) **Responsibilities of District.**
 - a) Upon expressed need for on-site technical support outside the previously agreed upon schedule, District shall notify CTR, Inc. to request a schedule change. CTR, Inc. will do everything possible to provide the on-call technical support service within the NBD

CSI Technology Resources, IncPage 3 of 5ER6-WMBG-2-19556

- b) District shall provide CTR, Inc. a list of employees authorized to call CTR, Inc. to request on-site technical services. The list is not to exceed three employees per District location.
 - c) District is responsible for paying invoices in a timely manner. CTR, Inc. reserves the right to cancel or suspend this service agreement if District becomes delinquent or defaults in payment of debt or open accounts receivable held by CTR, Inc., or any of its members, agents, or affiliates. Any invoice not paid within thirty (30) days is subject to account maintenance charges at the rate of 2% per month (24% annually) or, if such charges are limited or otherwise affected by applicable law, the maximum amount permitted by law.
 - d) It is the responsibility of District to ensure that all of its files and data are adequately maintained, duplicated and documented. CTR, Inc. will not be responsible for District's failure to do so. CTR, Inc. will assist District's personnel in performing backups and restores as a part of this contract, however the District shall be responsible for the security and storage of all backup media.
 - e) CTR, Inc. shall not be liable for delay in furnishing or failure to furnish services if such delay or failure is caused by an act of God, strike, governmental action, or any cause beyond the reasonable control of CTR, Inc.
- 3) **Term.** This contract shall commence on July 1, 2003, or upon receipt of the annual payment, and continue through June 30, 2004 unless terminated by either party. Notwithstanding the foregoing, CSI may terminate this Agreement at any time for any reason upon ninety (90) days prior written notice to Customer. If, during the term of this Agreement, it becomes appropriate to consider (1) an extension of the Term of the Agreement, (2) a renewal of the Agreement, or any other change or amendment to the Agreement, an Addendum to the Agreement may be executed by agreement and acceptance of both parties hereto.
- 4) **Price.**
- a. The District will pay CTR, Inc. an hourly fee for services provided when requested and authorized by the District. For services provided by Level 3 personnel (Systems Engineer), there will be an hourly charge of \$110.00. For services provided by Level 2 personnel (Network Analyst), there will be an hourly charge of \$85.00. For services provided by Level 1 personnel (Computer Technician), there will be an hourly charge of \$65.00.
 - b. All network hardware, components, parts and network software necessary to maintain and upgrade the District's network within the normal goals of the District's technology plan provided by CTR, Inc. will be priced from South Carolina State Contract where applicable, or at CTR, Inc.'s cost plus 8% plus shipping (if any) and retail sales tax.
 - c. All cabling maintenance and additions will be provided at the pricing provided in the attached Item 21 Attachments for cabling.
 - d. CTR, Inc. will invoice the District weekly. Invoices will itemize the hours billed per person and the expenses incurred. Invoices will be accompanied by backup

documentation as required by the District. The District will pay all properly submitted invoices within 30 days of the invoice date.

- 5) **Service Hours.** CTR, Inc. services are available from 8:30am until 5:00pm Monday through Friday except the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. After hours support is available from 5:00pm to 8:30am Monday through Friday at standard rates per hour. Weekend support is available from 5 pm on Friday until 8:30am on Monday at standard rates per hour.
- 6) **Service Response Time.** CTR, Inc. will develop a mutually agreed upon schedule upon commencement of contract activities. CTR, Inc. will make every effort to provide onsite services within 4 Business hours after receiving a call for services that are not scheduled.
- 7) **Limitation of Liability and Warranty.**
 - a) CTR, Inc. disclaims all warranties (including all implied Warranties of merchantability and fitness for a particular purpose.)
 - b) In no event shall CTR, Inc. be liable for any damages resulting from loss of data, loss of profits, loss of use of products or equipment, or for any incidental or consequential damages, even if advised of the possibility of such damages. District's right to recover damages caused by CTR, Inc. fault or negligence shall be limited to moneys actually paid by District for services involved. This limitation of CTR, Inc. liability shall apply regardless of the form of action, whether in contract or tort including negligence. Any action against CTR, Inc. must be brought within 12 (twelve) months after the alleged act or omission giving rise to damages.
- 8) **General**
 - a) Either party may cancel the Agreement at any time that will be effective thirty (30) days from the date of the written notice given by either party advising of cancellation. Cancellation may be due to a breach of this Agreement or for any reason necessary, but will not take effect until thirty (30) days from written notification.
 - b) The terms and conditions of this Agreement prevail over the terms and conditions of any order submitted by District for On-Site Technical Services under this Agreement.
 - c) The interpretation of the terms and provisions of this Agreement shall be governed by the laws of the State of South Carolina.
- 9) **Attorney's Fees.** In the event CTR, Inc. is obliged to retain an attorney to collect any sums due from District, District agrees to pay a reasonable attorney's fee, together with interest computed at a rate 2% per month (24% annually), or if such charges are limited or otherwise affected by applicable law, the maximum amount permitted by law, and court fees.

CSI Technology Resources, IncPage 5 of 5ER6-WMBG-2-29556**Notice to the Parties**

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, YOU AGREE THAT THIS IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CTR, INC. WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT IS NOT EFFECTIVE UNTIL ACCEPTED BY CTR, INC.

CSI Technology Resources, Inc

Williamsburg County School District

Name: Laurin OswaldName: Regina McKnightTitle: Operations ManagerTitle: Director of TechnologySigned: Laurin OswaldSigned: Regina McKnightDate: 1-30-2003Date: January 3, 2003

CONTRACT RENEGOTIATION CONFIRMATION

Block 1 Entity: Williamsburg County School District

Billed Entity Number: 127201

471 Application Number: 345113

FRN(s): 948480

955055

Original Contract Number: ER6-WMBG-2-29556 (The contract is titled "On-Site Network Support Services Agreement" and was executed January 30, 2003)

Service Start Date: July 1, 2003

Contract Expiration Date: June 30, 2004

The original contract was amended January 21, 2004 pursuant to the *Third Report and Order* (FCC 03-323 released December 23, 2003). This January 21, 2004 amendment replaced the original contract with two new contracts as follows: replacement contract ER6-WMBG-2A-29556 to provide basic maintenance services, and replacement contract ER6-WMBG-2B-29556 to provide installation services. The original contract did not provide for "maintenance that is more than 'basic' in nature" but did provide for both eligible basic maintenance and eligible installation services. FCC 03-323 effectively introduced basic maintenance as a category of service within the internal connections category and placed restrictions on applications for internal connections other than basic maintenance, thus making the combination (original) contract unmanageable going forward. It was therefore necessary for the District to renegotiate the original contract in order to split the two types of service into two separate contracts. The two new (replacement) contracts provided for a term consisting of the period from and including the amendment date January 21, 2004 through June 30, 2004.

On May 27, 2004 the SLD posted the guidance **Renegotiation or Cost Allocation of Contracts that Contain More Than Basic Maintenance** on the SLD web site, pursuant to which on June 1, 2004, the District has amended contracts ER6-WMBG-2A-29556 and ER6-WMBG-2B-29556 each to provide for a term consisting of the period from and including July 1, 2003 through and including June 30, 2004.

The two new amended contracts ER6-WMBG-2A-29556 and ER6-WMBG-2B-29556 are renegotiated replacements for the old contract ER6-WMBG-2-29556 between Williamsburg County School District and CSI Technology Resources, Inc. (SPIN 143017811) for maintenance services and cabling services listed on the Form 471 Application Number 345113, FRN 948480 and FRN 955055.

New Contract Number: ER6-WMBG-2A-29556

Date the new Contract signed: 01/21/2004

Date the new Contract amended: 06/01/2004

New Contract Expiration Date: 06/30/2004

CONTRACT RENEGOTIATION CONFIRMATION

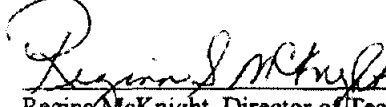
Block 1 Entity: Williamsburg County School District
Billed Entity Number: 127201

The New Contract is attached. It consists of the January 21, 2004 Amendment to contract number ER6-WMBG-2-29556, contract number ER6-WMBG-2A-29556, and the June 1, 2004 Amendment to contract ER6-WMBG-2A-29556.

New Contract Number: ER6-WMBG-2B-29556
Date the new Contract signed: 01/21/2004
Date the new Contract amended: 06/01/2004
New Contract Expiration Date: 06/30/2004

The New Contract is attached. It consists of the January 21, 2004 Amendment to contract number ER6-WMBG-2-29556, contract number ER6-WMBG-2B-29556, and the June 1, 2004 Amendment to contract ER6-WMBG-2B-29556.

WILLIAMSBURG COUNTY SCHOOL DISTRICT


Regina McKnight, Director of Technology
rmcknight@wcsd.k12.sc.us
(843) 355-5571 x277
(843) 355-3333 FAX

Date

6/1/04

**STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG
JUNE 1, 2004
AMENDMENT TO CONTRACT NUMBER ER6-WMBG-2A-29556
"NETWORK MAINTENANCE SERVICES AGREEMENT"**

WHEREAS the Williamsburg County School District (hereafter "District") and CSI Technology Resources, Inc. (hereafter "CTR, Inc."), are parties to a "Network Maintenance Services Agreement" numbered ER6-WMBG-2A-29556 (hereafter "Agreement") which provides for a Term consisting of the period of January 21, 2004 through and until June 30, 2004, and

WHEREAS the District's solicitations for the Agreement (Request for Proposals No. WCSD-eFY-2003-001 dated November 12, 2002) and the Agreement itself each expressly contemplate amendment of the Agreement by mutual consent, and

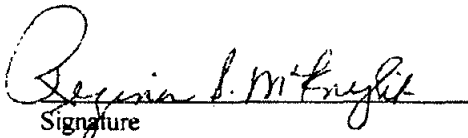
WHEREAS the District and CTR, Inc. are both desirous of amending the Agreement,

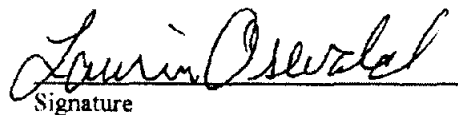
NOW THEREFORE BE IT AGREED that, effective June 1, 2004, the Contract No. ER6-WMBG-2A-29556 is amended by deleting the sentence fragment at the end of the first paragraph that states "*and therein outline the terms and conditions for E-Rate Eligible Network Maintenance Services for the period January 21, 2004 through June 30, 2004*" and insert in its place the sentence fragment that states "*and therein outline the terms and conditions for E-Rate Eligible Network Maintenance Services for the period July 1, 2003 through June 30, 2004*".

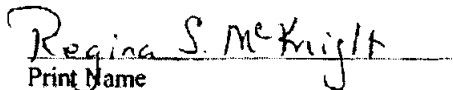
IN WITNESS WHEREOF, by their hands and seals appearing below, the duly authorized representatives of the parties have executed this Amendment in duplicate:

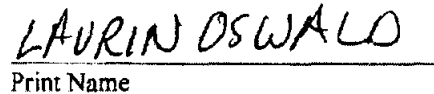
**WILLIAMSBURG COUNTY
SCHOOL DISTRICT**
By Authority of the Board of Trustees

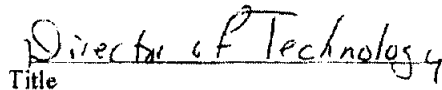
**CSI TECHNOLOGY
RESOURCES, INC.**

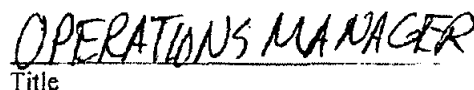

Signature

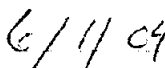

Signature


Print Name


Print Name


Title


Title

Date 

Date 

**STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG
JUNE 1, 2004
AMENDMENT TO CONTRACT NUMBER ER6-WMBG-2B-29556
"NETWORK TECHNICAL SERVICES AGREEMENT"**

WHEREAS the Williamsburg County School District (hereafter "District") and CSI Technology Resources, Inc. (hereafter "CTR, Inc."), are parties to a "Network Technical Services Agreement" numbered ER6-WMBG-2B-29556 (hereafter "Agreement") which provides for a Term consisting of the period of January 21, 2004 through and until June 30, 2004, and

WHEREAS the District's solicitations for the Agreement (Request for Proposals No. WCSD-cFY-2003-001 dated November 12, 2002) and the Agreement itself each expressly contemplate amendment of the Agreement by mutual consent, and

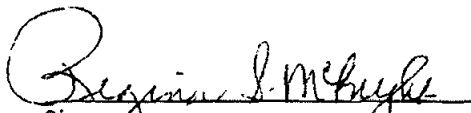
WHEREAS the District and CTR, Inc. are both desirous of amending the Agreement.

NOW THEREFORE BE IT AGREED that, effective June 1, 2004, the Contract No. ER6-WMBG-2B-29556 is amended by deleting the sentence fragment at the end of the first paragraph that states "*and therein outline the terms and conditions for E-Rate Eligible Network Technical Services for the period January 21, 2004 through June 30, 2004*" and insert in its place the sentence fragment that states "*and therein outline the terms and conditions for E-Rate Eligible Network Technical Services for the period July 1, 2003 through June 30, 2004*".

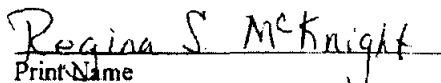
IN WITNESS WHEREOF, by their hands and seals appearing below, the duly authorized representatives of the parties have executed this Amendment in duplicate:


**WILLIAMSBURG COUNTY
SCHOOL DISTRICT**
By Authority of the Board of Trustees

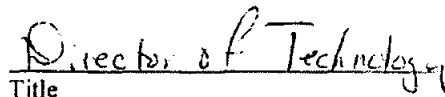
**CSI TECHNOLOGY
RESOURCES, INC.**

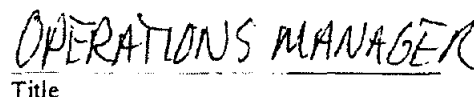

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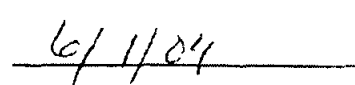

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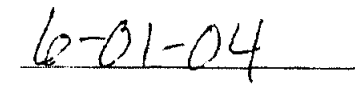

Print Name


Print Name


Title


Title

Date 

Date 

**STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG
JANUARY 21, 2004
AMENDMENT TO CONTRACT NUMBER ER6-WMBG-2-29556
"ON-SITE NETWORK SUPPORT SERVICES AGREEMENT"**

WHEREAS the Williamsburg County School District (hereafter "District") and CSI Technology Resources, Inc. (hereafter "CTR, Inc."), are parties to an "On-Site Network Support Services Agreement" numbered ER6-WMBG-2-29556 (hereafter "Agreement") which provides for a Term consisting of the period of July 1, 2003 through and until June 30, 2004, and

WHEREAS the Federal Communications Commission (hereafter "FCC") in it's document number FCC 03-323 **THIRD REPORT AND ORDER AND SECOND FURTHER NOTICE OF PROPOSED RULEMAKING** (hereafter "FCC 03-323") has changed the rules of the schools and libraries universal service support mechanism, and

WHEREAS these rule changes take effect during the term of the Agreement, and

WHEREAS these rule changes (Title 47 C.F.R. 54.506) have imposed limits on the use of Internal Connections in general, and have imposed specific limits upon eligible maintenance services, and

WHEREAS the purpose of the "Agreement" is to provide Internal Connections in general and eligible Maintenance specifically, and

WHEREAS the "Agreement" is funded in large part by the FCC's schools and libraries universal service support mechanism, and

WHEREAS the FCC states at footnote 47 on page 12 of FCC 03-323 "To the extent this clarification impacts existing contracts, we shall permit parties 90 days from the effective date of this Order to renegotiate those contracts ...", and

WHEREAS the District's solicitations for the Agreement (Request for Proposals No. WCSD-eY-2003-001 dated November 12, 2002) and the Agreement itself each expressly contemplate amendment of the Agreement by mutual consent, and

WHEREAS the District and CTR, Inc. are both desirous of amending the Agreement,

NOW THEREFORE BE IT AGREED that, effective January 21, 2004, the Contract No. ER6-WMBG-2-29556 is amended by being replaced in entirety by Contracts No. ER6-WMBG-2A-29556 and No. ER6-WMBG-2B-29556, as attached to this Amendment, and

BE IT FURTHER AGREED that this amendment specifically includes and incorporates, as binding components of the Amendment, the language of Contracts No. ER6-WMBG-2A-29556 and No. ER6-WMBG-2B-29556, as attached to this Amendment

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG
JANUARY 21, 2004
AMENDMENT TO CONTRACT NUMBER ER6-WMBG-2-29556
"ON-SITE NETWORK SUPPORT SERVICES AGREEMENT"

IN WITNESS WHEREOF, by their hands and seals appearing below, the duly authorized representatives of the parties have executed this Amendment in duplicate:

WILLIAMSBURG COUNTY
SCHOOL DISTRICT
By Authority of the Board of Trustees

CSI TECHNOLOGY
RESOURCES, INC.

Regina S McKnight
Signature

Laurin Oswald
Signature

Regina S McKnight
Print Name

LAURIN OSWALD
Print Name

Director of Technology
Title

Operations Manager
Title

Date 1-21-04

Date 1-21-04

Williamsburg County School District

Network Maintenance Services Agreement

Contract Number: ER6-WMBG-2A-29556

(01/21/2004 - 06/30/2004)

Presented by:

CSI Technology Resources, Inc.

1661 East Main Street • Easley, South Carolina 29640 • Phone: 864-855-2900 • Fax: 864-855-1429

Microsoft

Novell

CITRIX



COMPAQ

Network Maintenance Services Agreement

This Network Maintenance Services Agreement ("Agreement") between CSI Technology Resources, Inc. (hereinafter referred to as "CTR, Inc.") and Williamsburg County School District (hereinafter referred to as the "District") is made by Amendment of Contract ER6-WMBG-2-29556 effective January 21, 2004, and specifically includes and is subject to the following documents:

1. Williamsburg County School District RFP WCSD-eFY-2003-001
2. Addendum 1 to Williamsburg County School District RFP WCSD-eFY-2003-001
3. Item 21 Attachment Number: Cabling
4. Item 21 Attachment Number: Support - A
5. CTR, Inc. Purchase Agreement for E-Rate Customers No. ER6-WBMG-1-29556

and therein outline the terms and conditions for E-Rate Eligible Network Maintenance Services for the period January 21, 2004 through June 30, 2004.

Any E-Rate ineligible computer and network support services requested by the District will be provided separately by CTR, Inc. under the terms of the S. C. State Contract for Temporary IT Personnel.

- 1) **Service Responsibilities of CTR, Inc.** CTR, Inc. will provide The District with E-Rate eligible basic maintenance support for networked systems, including configuration changes. The services provided will include provision of necessary UTP and multi-mode fiber optic cabling maintenance, adds, moves and changes; as well as network hardware parts, components and required network operating systems upgrades necessary to maintain operation of the District's networks within the goals of the District's Technology Plan. All of the parts, components, and services provided to The District under the terms of this Agreement are billable if authorized by The District and will include, but not be limited to, basic technical support including replacement, configuration changes, upgrade, repair, maintenance and changes to eligible network components including wire line and wireless LAN infrastructure. During the term of this agreement, CTR, Inc. will perform these support services for the networked systems at The District as requested by The District, in accordance with the following:

- a) CTR, Inc. shall provide service during the hours specified in item 5 of this contract.
- b) Upon award and initiation of this contract to CSI, the CSI engineering manager responsible for providing these services will meet with the District to plan a baseline service schedule.

- 2) **Responsibilities of District.**

- a) District shall provide CTR, Inc. a list of employees authorized to call CTR, Inc. to request services. The list is not to exceed three employees per District location.

- b) District is responsible for paying invoices in a timely manner. CTR, Inc. reserves the right to cancel or suspend this service agreement if District becomes delinquent or defaults in payment of debt or open accounts receivable held by CTR, Inc., or any of its members, agents, or affiliates. Any invoice not paid within thirty (30) days is subject to account maintenance charges at the rate of 2% per month (24% annually) or, if such charges are limited or otherwise affected by applicable law, the maximum amount permitted by law.
 - c) It is the responsibility of District to ensure that all of its files and data are adequately maintained, duplicated and documented. CTR, Inc. will not be responsible for District's failure to do so. CTR, Inc. will assist District's personnel in performing backups and restores as a part of this contract; however the District shall be responsible for the security and storage of all backup media.
 - d) CTR, Inc. shall not be liable for delay in furnishing or failure to furnish services if such delay or failure is caused by an act of God, strike, governmental action, or any cause beyond the reasonable control of CTR, Inc.
- 3) **Term.** This contract shall commence on January 21, 2004, and continue through June 30, 2004 unless terminated by either party. Notwithstanding the foregoing, CSI may terminate this Agreement at any time for any reason upon ninety (90) days prior written notice to Customer. If, during the term of this Agreement, it becomes appropriate to consider (1) an extension of the Term of the Agreement, (2) a renewal of the Agreement, or any other change or amendment to the Agreement; an Addendum to the Agreement may be executed by agreement and acceptance of both parties hereto.
- 4) **Price.**
- a) The District will pay CTR, Inc. an hourly fee for services provided when requested and authorized by the District. For services provided by Level 3 personnel (Systems Engineer), there will be an hourly charge of \$110.00. For services provided by Level 2 personnel (Network Analyst), there will be an hourly charge of \$85.00. For services provided by Level 1 personnel (Computer Technician), there will be an hourly charge of \$65.00.
 - b) All network hardware, components, parts and network software necessary to maintain the District's network within the normal goals of the District's technology plan provided by CTR, Inc. will be priced from South Carolina State Contract where applicable, or at CTR, Inc.'s cost plus 8% plus shipping (if any) and retail sales tax.
 - c) All cabling maintenance adds, moves and changes will be provided at the pricing provided in the attached Item 21 Attachments for cabling.
 - d) CTR, Inc. will invoice the District weekly. Invoices will itemize the hours billed per person and the expenses incurred. Invoices will be accompanied by backup documentation as required by the District. The District will pay all properly submitted invoices within 30 days of the invoice date.

- 5) **Service Hours.** CTR, Inc. services are available from 8:30am until 5:00pm Monday through Friday except the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. After hours support is available from 5:00pm to 8:30am Monday through Friday at standard rates per hour. Weekend support is available from 5:00pm on Friday until 8:30am on Monday at standard rates per hour.
- 6) **Service Response Time.** CTR, Inc. will develop a mutually agreed upon schedule upon commencement of contract activities. CTR, Inc. will make every effort to provide onsite services within 4 Business hours after receiving a call for services that are not scheduled.
- 7) **Limitation of Liability and Warranty.**
- a) CTR, Inc. disclaims all warranties (including all implied Warranties of merchantability and fitness for a particular purpose.)
 - b) In no event shall CTR, Inc. be liable for any damages resulting from loss of data, loss of profits, loss of use of products or equipment, or for any incidental or consequential damages, even if advised of the possibility of such damages. District's right to recover damages caused by CTR, Inc. fault or negligence shall be limited to moneys actually paid by District for services involved. This limitation of CTR, Inc. liability shall apply regardless of the form of action, whether in contract or tort including negligence. Any action against CTR, Inc. must be brought within 12 (twelve) months after the alleged act or omission giving rise to damages.
- 8) **General**
- a) Either party may cancel the Agreement at any time that will be effective thirty (30) days from the date of the written notice given by either party advising of cancellation. Cancellation may be due to a breach of this Agreement or for any reason necessary, but will not take effect until thirty (30) days from written notification.
 - b) The terms and conditions of this Agreement prevail over the terms and conditions of any order submitted by District for Services under this Agreement.
 - c) The interpretation of the terms and provisions of this Agreement shall be governed by the laws of the State of South Carolina.
- 9) **Attorney's Fees.** In the event CTR, Inc. is obliged to retain an attorney to collect any sums due from District, District agrees to pay a reasonable attorney's fee, together with interest computed at a rate 2% per month (24% annually), or if such charges are limited or otherwise affected by applicable law, the maximum amount permitted by law, and court fees.

Notice to the Parties

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, YOU AGREE THAT THIS IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CTR, INC. WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT IS NOT EFFECTIVE UNTIL ACCEPTED BY CTR, INC.

CSI Technology Resources, Inc

Williamsburg County School District

Name: Laurin OswaldName: Regina S. McKnightTitle: Operations ManagerTitle: Director of TechnologySigned: Laurin OswaldSigned: Regina S. McKnightDate: 1-21-04Date: 1-21-04

Exhibit D

Schedule of Equipment and Infrastructure Covered by this Agreement



Anderson Primary		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server (Domain Controller)	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	2
APC UPS	1400/1500	3
MS Windows 2000 NOS		3
Catalyst 3550-12G, 10-GBIC and 2-10/100/1000BaseT ports	WS-C3550-12G	1
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	3
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	2
24 10/100 and 2 GBIC Ports Std Multilayer SW Image	WS-C3550-24-SMI	3
UTP Cable Runs		115
Fiber Optic Cable Runs		2
Battery Park Elem		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server (Domain Controller)	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	1
APC UPS	1400/1500	2
MS Windows 2000 NOS		2
Catalyst 3550-12G, 10-GBIC and 2-10/100/1000BaseT ports	WS-C3550-12G	1
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	3
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	1
24 10/100 and 2 GBIC Ports Std Multilayer SW Image	WS-C3550-24-SMI	1
UTP Cable Runs		67
Fiber Optic Cable Runs		3
CE Murray		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server (Domain Controller)	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	2
APC UPS	1400/1500	3
MS Windows 2000 NOS		3
Catalyst 4500 Chassis (6-Slot), fan	WS-C4506	1
Catalyst 4000 Gigabit Ethernet Module, 6-Ports (GBIC)	WS-X4306-GB	1
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	6
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	1
24 10/100 and 2 GBIC Ports Std Multilayer SW Image	WS-C3550-24-SMI	7
UTP Cable Runs		281
Fiber Optic Cable Runs		6
Cades Hebron Elem		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server (Domain Controller)	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	1
APC UPS	1400/1500	2
MS Windows 2000 NOS		2
Catalyst 3550-12G, 10-GBIC and 2-10/100/1000BaseT ports	WS-C3550-12G	1
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	3
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	3
UTP Cable Runs		272
Fiber Optic Cable Runs		3

Chavis Elementary		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	2
APC UPS	1400/1500	3
MS Windows 2000 NOS		3
Catalyst 4500 Chassis (6-Slot),fan	WS-C4506	1
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	3
24 10/100 and 2 GBIC Ports Std Multilayer SW Image	WS-C3550-24-SMI	1
UTP Cable Runs		245
Fiber Optic Cable Runs		4
DP Cooper Elem		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server (Domain Controller)	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	1
APC UPS	1400/1500	2
MS Windows 2000 NOS		2
Catalyst 4500 Chassis (6-Slot),fan	WS-C4506	1
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	3
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	2
24 10/100 and 2 GBIC Ports Std Multilayer SW Image	WS-C3550-24-SMI	1
UTP Cable Runs		70
Fiber Optic Cable Runs		3
Greeleyville Elem		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server (Domain Controller)	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	2
APC UPS	1400/1500	3
MS Windows 2000 NOS		3
Catalyst 4500 Chassis (6-Slot),fan	WS-C4506	1
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	3
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	3
UTP Cable Runs		202
Fiber Optic Cable Runs		4
Hemingway High		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server (Domain Controller)	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	1
APC UPS	1400/1500	2
MS Windows 2000 NOS		2
Catalyst 4500 Chassis (6-Slot),fan	WS-C4506	1
Catalyst 4000 Gigabit Ethernet Module, 6-Ports (GBIC)	WS-X4306-GB	1
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	6
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	8
24 10/100 and 2 GBIC Ports Std Multilayer SW Image	WS-C3550-24-SMI	5
UTP Cable Runs		473
Fiber Optic Cable Runs		11
Kingstree Elem		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server (Domain Controller)	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	1
APC UPS	1400/1500	2
MS Windows 2000 NOS		2
Catalyst 3550-12G, 10-GBIC and 2-10/100/1000BaseT ports	WS-C3550-12G	1
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	3
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	3
UTP Cable Runs		65
Fiber Optic Cable Runs		4

Kingstree Junior High		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server (Domain Controller)	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	1
APC UPS	1400/1500	2
MS Windows 2000 NOS		2
Catalyst 4500 Chassis (6-Slot),fan	WS-C4506	1
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	3
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	5
24 10/100 and 2 GBIC Ports Std Multilayer SW Image	WS-C3550-24-SMI	1
UTP Cable Runs		102
Fiber Optic Cable Runs		4
Kingstree Senior High		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server (Domain Controller)	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	2
APC UPS	1400/1500	3
MS Windows 2000 NOS		3
Catalyst 3550-12G, 10-GBIC and 2-10/100/1000BaseT ports	WS-C3550-12G	1
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	7
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	5
24 10/100 and 2 GBIC Ports Std Multilayer SW Image	WS-C3550-24-SMI	3
UTP Cable Runs		201
Fiber Optic Cable Runs		9
Saint Marks Elem		
Cisco 3640 Router	CISCO3640	1
Dell Power Edge Server (Domain Controller)	Model #6600	1
Dell Power Edge Server (DHCP / DNS)	Model #6400	1
APC UPS	1400/1500	2
MS Windows 2000 NOS		2
Catalyst 4500 Chassis (6-Slot),fan	WS-C4506	1
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	3
48 10/100 and 2 GBIC ports Std Multilayer SW Image	WS-C3550-48-SMI	3
UTP Cable Runs		75
Fiber Optic Cable Runs		2
WCSD Administrative Offices		
Cisco 3640 Router	CISCO3640	1
Mid Performance Dual 10/100 Ethernet Router w/Cisco IOS IP	CISCO2621XM	1
Dell Power Edge Server (E-mail, DHCP)	Model #6600	1
Dell Power Edge Server (Domain Controller)	Model #6400	1
Dell Power Edge Server (DNS)	Model #6400	1
Dell Power Edge Server (WEB Server)	Model #4300	1
APC UPS	1400/1500	4
MS Windows 2000 NOS		4
Catalyst 3508G XL Enterprise Edition	WS-C3508G-XL-EN	3
24 10/100 and 2 GBIC Ports Std Multilayer SW Image	WS-C3550-24-SMI	3
Cisco PIX Firewall	515E	1
Dell Power Connect 3048		1
UTP Cable Runs		39
Fiber Optic Cable Runs		3

Williamsburg County School District

Network Technical Services Agreement
Contract Number: ER6-WMBG-2B-29556
(01/21/2004 - 06/30/2004)

Presented by:

CSI Technology Resources, Inc.

1661 East Main Street • Easley, South Carolina 29640 • Phone: 864/855-3900 • Fax: 864/855-1429

Microsoft

Novell. CITRIX



COMPAQ

Network Technical Services Agreement

This Network Technical Services Agreement ("Agreement") between CSI Technology Resources, Inc. (hereinafter referred to as "CTR, Inc.") and Williamsburg County School District (hereinafter referred to as the "District") is made by Amendment of Contract ER6-WMBG-2-29556 effective January 21, 2004, and specifically includes and is subject to the following documents:

1. Williamsburg County School District RFP WCSD-eFY-2003-001
2. Addendum 1 to Williamsburg County School District RFP WCSD-eFY-2003-001
3. Item 21 Attachment Number: Cabling
4. Item 21 Attachment Number: Support - B
5. CTR, Inc. Purchase Agreement for E-Rate Customers No. ER6-WBMG-1-29556

and therein outline the terms and conditions for E-Rate Eligible Technical Services for the period January 21, 2004 through June 30, 2004

Any E-Rate ineligible computer and network support services requested by the District will be provided separately by CTR, Inc. under the terms of the S. C. State Contract for Temporary IT Personnel.

- 1) **Service Responsibilities of CTR, Inc.** CTR, Inc. shall provide the District with E-Rate eligible installation and configuration of networked systems expansion and/or upgrade projects consisting of eligible network components including wire line and wireless LAN infrastructure. The services provided will include provision of necessary UTP and multi-mode fiber optic cabling necessary to maintain operation of the District's networks within the goals of the District's Technology Plan. All of the materials and services provided to The District under the terms of this Agreement are billable if authorized by The District. During the term of this agreement, CTR, Inc. will perform these support services for the networked systems at The District as requested by The District, in accordance with the following.
 - a) CTR, Inc. shall provide service during the hours specified in item 5 of this contract
 - b) Upon award and initiation of this contract to CSI, the CSI engineering manager^o responsible for providing these services will meet with the District to plan a baseline service schedule.
- 2) **Responsibilities of District.**
 - a) District shall provide CTR, Inc. a list of employees authorized to call CTR, Inc. to request services. The list is not to exceed three employees per District location.
 - b) District is responsible for paying invoices in a timely manner. CTR, Inc. reserves the right to cancel or suspend this service agreement if District becomes delinquent or defaults in payment of debt or open accounts receivable held by CTR, Inc., or any of its members, agents, or affiliates. Any invoice not paid within thirty (30) days is subject to account maintenance charges at the rate of 2% per month (24% annually) or, if such

charges are limited or otherwise affected by applicable law, the maximum amount permitted by law.

- c) It is the responsibility of District to ensure that all of its files and data are adequately maintained, duplicated and documented. CTR, Inc. will not be responsible for District's failure to do so. CTR, Inc. will assist District's personnel in performing backups and restores as a part of this contract; however the District shall be responsible for the security and storage of all backup media.
 - d) CTR, Inc. shall not be liable for delay in furnishing or failure to furnish services if such delay or failure is caused by an act of God, strike, governmental action, or any cause beyond the reasonable control of CTR, Inc.
- 3) **Term.** This contract shall commence on January 21, 2004, and continue through June 30, 2004 unless terminated by either party. Notwithstanding the foregoing, CSI may terminate this Agreement at any time for any reason upon ninety (90) days prior written notice to Customer. If, during the term of this Agreement, it becomes appropriate to consider (1) an extension of the Term of the Agreement, (2) a renewal of the Agreement, or any other change or amendment to the Agreement, an Addendum to the Agreement may be executed by agreement and acceptance of both parties hereto.
- 4) **Price.**
- a) The District will pay CTR, Inc. an hourly fee for services provided when requested and authorized by the District. For services provided by Level 3 personnel (Systems Engineer), there will be an hourly charge of \$110.00. For services provided by Level 2 personnel (Network Analyst), there will be an hourly charge of \$85.00. For services provided by Level 1 personnel (Computer Technician), there will be an hourly charge of \$65.00.
 - b) All network hardware, components, parts and network software provided by CTR, Inc. will be priced from South Carolina State Contract where applicable, or at CTR, Inc.'s cost plus 8% plus shipping (if any) and retail sales tax.
 - c) All cabling will be provided at the pricing provided in the attached Item 21 Attachment for cabling.
 - d) CTR, Inc. will invoice the District weekly. Invoices will itemize the hours billed per person and the expenses incurred. Invoices will be accompanied by backup documentation as required by the District. The District will pay all properly submitted invoices within 30 days of the invoice date.
- 5) **Service Hours.** CTR, Inc. services are available from 8:30am until 5:00pm Monday through Friday except the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. After hours support is available from 5:00pm to 8:30am Monday through Friday at standard rates per hour. Weekend support is available from 5:00pm on Friday until 8:30am on Monday at standard rates per hour.
- 6) **Service Response Time.** CTR, Inc. will develop a mutually agreed upon schedule upon commencement of contract activities.

7) Limitation of Liability and Warranty.

- a) CTR, Inc. disclaims all warranties (including all implied Warranties of merchantability and fitness for a particular purpose.)
- b) In no event shall CTR, Inc. be liable for any damages resulting from loss of data, loss of profits, loss of use of products or equipment, or for any incidental or consequential damages, even if advised of the possibility of such damages. District's right to recover damages caused by CTR, Inc. fault or negligence shall be limited to moneys actually paid by District for services involved. This limitation of CTR, Inc. liability shall apply regardless of the form of action, whether in contract or tort including negligence. Any action against CTR, Inc. must be brought within 12 (twelve) months after the alleged act or omission giving rise to damages.

8) General

- a) Either party may cancel the Agreement at any time that will be effective thirty (30) days from the date of the written notice given by either party advising of cancellation. Cancellation may be due to a breach of this Agreement or for any reason necessary, but will not take effect until thirty (30) days from written notification.
 - b) The terms and conditions of this Agreement prevail over the terms and conditions of any order submitted by District for under this Agreement.
 - c) The interpretation of the terms and provisions of this Agreement shall be governed by the laws of the State of South Carolina.
- 9) **Attorney's Fees.** In the event CTR, Inc. is obliged to retain an attorney to collect any sums due from District, District agrees to pay a reasonable attorney's fee, together with interest computed at a rate 2% per month (24% annually), or if such charges are limited or otherwise affected by applicable law, the maximum amount permitted by law, and court fees.

Notice to the Parties

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, YOU AGREE THAT THIS IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CTR, INC. WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT IS NOT EFFECTIVE UNTIL ACCEPTED BY CTR, INC.

CSI Technology Resources, Inc

Name: Laurin OswaldTitle: Operations ManagerSigned: Laurin OswaldDate: 1-21-04

Williamsburg County School District

Name: Regina S. McKnightTitle: Director of TechnologySigned: Regina S. McKnightDate: 1-21-04

**STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG
JANUARY 29, 2004
AMENDMENT TO CONTRACT NUMBER ER6-WMBG-2A-29556
"NETWORK MAINTENANCE SERVICES AGREEMENT"**

WHEREAS the Williamsburg County School District (hereafter "District") and CSI Technology Resources, Inc. (hereafter "CTR, Inc."), are parties to a Network Maintenance Services Contract No. ER6-WMBG-2A-29556 (hereafter "Agreement") which provides for a Term consisting of the period of January 21, 2004 through and until June 30, 2004, and

WHEREAS the District's solicitations for the Agreement (Request for Proposals No. WCSD-eFY-2003-001 dated November 12, 2002) and the Agreement itself each expressly contemplate amendment of the Agreement by mutual consent, and

WHEREAS the District and CTR, Inc. are both desirous of amending the Agreement,

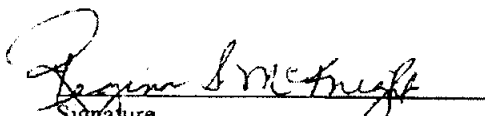
NOW THEREFORE BE IT AGREED that, effective January 29, 2004, the Contract No. ER6-WMBG-2A-29556 is amended by being extended for the period from and including July 1, 2004, through and including September 30, 2005, and

BE IT FURTHER AGREED that, effective for the extended contract period of July 1, 2004 through September 30, 2005, certain schedules and/or exhibits and/or attachments of the Agreement may be revised and/or added and/or removed; and are specifically included and incorporated, as binding components of the Amended Agreement; and that the Agreement as amended this date is attached to this Amendment.

IN WITNESS WHEREOF, by their hands and seals appearing below, the duly authorized representatives of the parties have executed this Amendment in duplicate:

**WILLIAMSBURG COUNTY
SCHOOL DISTRICT**

**CSI TECHNOLOGY
RESOURCES, INC.**


Signature


Signature

Name Regina S. McKnight

Name LADRIN OSWALD

Title Director of Technology

Title Operations Manager

Date 1-29-04

Date 1-29-04

**STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG
January 24, 2005
AMENDMENT TO CONTRACT NUMBER
ER6-WMBG-2A-29556 As Amended January 29, 2004
"NETWORK MAINTENANCE SERVICES AGREEMENT"**

WHEREAS the Williamsburg County School District (hereafter "District") and CSI Technology Resources, Inc. (hereafter "CTR, Inc."), are parties to a "Network Maintenance Services Agreement" numbered ER6-WMBG-2A-29556 As Amended January 29, 2004 (hereafter "Agreement") which provides for a Term consisting of the period of July 1, 2004 through and until September 30, 2005, and

WHEREAS the District's solicitations for the Agreement (Request for Proposals No. WCSD-eFY-2003-001 dated November 12, 2002) and the Agreement itself each expressly contemplate amendment of the Agreement by mutual consent, and

WHEREAS the District and CTR, Inc. are both desirous of amending the Agreement,

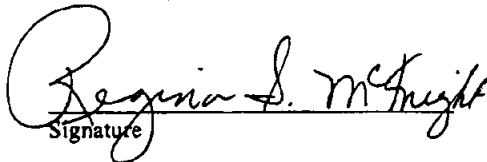
NOW THEREFORE BE IT AGREED that, effective January 24, 2005, the Contract No. ER6-WMBG-2A-29556 As Amended January 29, 2004 is amended by being extended to include the period from and including October 1, 2005 through September 30, 2006".

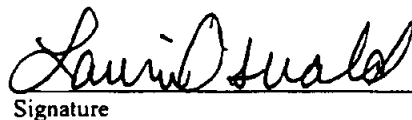
BE IT FURTHER AGREED that effective for the extended contract period from and including October 1, 2005 through September 30, 2006, certain schedules and/or exhibits and/or attachments of the Agreement may be revised and/or added and/or removed; and are specifically included and incorporated, as binding components of the Amended Agreement; and that the Agreement as amended this date is attached to the Amendment.

IN WITNESS WHEREOF, by their hands and seals appearing below, the duly authorized representatives of the parties have executed this Amendment in duplicate:

**WILLIAMSBURG COUNTY
SCHOOL DISTRICT**
By Authority of the Board of Trustees

**CSI TECHNOLOGY
RESOURCES, INC.**


Signature


Signature

Regina S. McKnight
Print Name

LAURIN OSWALD
Print Name

Director of Technology
Title

Operations Manager
Title

Date 1/24/05

Date 1-24-05



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2005-2006

October 25, 2006

Tom Traywick
Service Associates, Inc.
Post Office Box 329
651 Solomon Jones Road
Cedar Mountain, NC 28718-0329

Re: Applicant Name: WILLIAMSBURG CO SCHOOL DIST
Billed Entity Number: 127201
Form 471 Application Number: 449180
Funding Request Number(s): 1235176
Your Correspondence Dated: April 29, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2005 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1235176
Decision on Appeal: **Denied**
Explanation:

- During the selective review of the application, it was determined that the contract amendments changed the scope of work of the original contract. The original contract was for \$172,000 in total. The amendments broke the contract into two, one for \$164,080 and one for \$91,920; an increase of \$84,000 from the original contract. Based on that increase, USAC determined that a new Form 470 should have been posted to cover the new agreement. According to the Contract guidelines found on the USAC website: "FCC rules grant a limited extension of the competitive bidding rules for contracts for non-recurring services. "[C]ontracts for nonrecurring services may be voluntarily extended to coincide with the appropriate deadline for the implementation [of delivery and installation for nonrecurring services]. Parties may not, however, extend other contractual

provisions beyond the dates established by the Commission's rules without complying with the competitive bidding process." (FCC 01-195, released June 29, 2001). " (<http://www.universalservice.org/sl/applicants/step04/contract-guidance.aspx>)

In this case, the contract provisions were extended beyond the original terms, and therefore a new Form 470 should have been posted for 28 days prior to signing that extension. Therefore, the appeal is denied.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

cc: Janice Gamble

Tom Traywick
Service Associates, Inc.
Post Office Box 329
651 Solomon Jones Road
Cedar Mountain, NC 28718-0329

Billed Entity Number: 127201
Form 471 Application Number: 449180
Form 486 Application Number:

Service Associates, Inc.

651 Solomon Jones Road
Post Office Box 329
Cedar Mountain, North Carolina 28718
800.396.99500 - 828.221.0602 FAX - ttraywick@seviceassoc.com

November 1, 2006

Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554

CC Docket No. **02-06**

Re: Request for Review of
USAC-SLD Appeal Denied
FCC Form 471 Application Number **449180** FRN **1235176**
"FRN is denied due to a competitive bidding violation"

To whom it may concern:

This Request for Review is filed on behalf of the applicant. My contact information is as follows:

Tom Traywick, Senior Compliance Analyst
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Service Associates, Inc. is an E-rate support services company
providing services exclusively to E-rate applicants.

This Request for Review requests further consideration of the following USAC-SLD decision:

Administrator's Decision on Appeal – Funding Year 2005 - 2006	
Date of Letter	October 25, 2006
Applicant	Williamsburg County School District
Billed Entity Number	127201
Form 471 Application Number	449180
Funding Request Number	1235176

The "Funding Commitment Decision" in the April 12, 2006 Funding Commitment Decision Letter is: **"\$0.00 – Bidding Violation"**. The "Funding Commitment Decision Explanation" given is: "The FRN is denied due to a competitive bidding violation. A new Form 470 should be posted when the services **and/or** price of the original contract are modified."

Grounds for Appeal

We appeal this decision on grounds that neither the services nor the price of the original contract was modified. The applicant complied with FCC rules, USAC-SLD procurement procedures and District procurement procedures for both the original contract and the renegotiated contracts that were required and allowed by the basic maintenance language in the FCC Third Report and Order and Second Further Notice of Proposed Rulemaking released December 23, 2003.

Attachments

We have attached a copy of our April 29, 2006 Letter of Appeal to USAC-SLD

We have attached a copy of the USAC-SLD Administrator's Decision on Appeal – Funding Year 2005 – 2006 dated October 25, 2006.

Discussion

The USAC staff members that considered and ruled on the appeal missed several points, as follows:

1. The original contract and amended/renegotiated contracts are not flat fee contracts – they are time and material contracts. Therefore the final cost of the contract is dependent on the volume of authorized requests for eligible services made by the District and provided by the service provider. The funding being applied for under the terms of the contracts in any given funding year is based on the applicant's estimate of services that will be required. Therefore the USAC-SLD statements which attribute monetary face amounts to the contracts is completely false. Please refer to the Cost section of the contract(s) that describes the fee structure. Please note that nowhere in the contract(s) is there a monetary face amount stated. The contract/s are true time and materials contracts. The amount of money applied for each year varied based on the applicant's estimate of the services required for that funding year.
2. USAC-SLD states "the amendments broke the contract into two" but doesn't seem to be aware that this action was taken as a result of the "basic maintenance" language in the

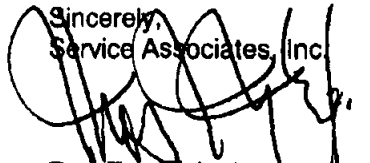
FCC Third Report and Order and Second Further Notice of Proposed Rulemaking released December 23, 2003; and the resulting USAC-SLD guidance posted on May 27, 2004 titled Reneaotlation or Cost Allocation of Contracts that Contain More than Basic Maintenance.

3. The reference by USAC-SLD to their guidance resulting from FCC 01-195 is not applicable to this issue.

Conclusion

We believe that the continued denial of funding for FRN 1235176 is a result of mismanagement, misunderstanding, failure to communicate, and lack of competence in business law and contracts by USAC; and we respectfully request that this condition be corrected. To do otherwise unfairly impacts the finances of this applicant, and contributes to unintended consequences of hardship and inequity for the students and teachers in this District.

We all thank you for your kind attention to this matter. Please contact me if you have any questions or need additional information.

Sincerely,
Service Associates, Inc.

Tom Traywick, Jr.
Senior Compliance Analyst
Attachments as listed above